



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION**

**REQUEST FOR PROPOSALS
FOR
DATA CENTER FACILITY MANAGEMENT SERVICES**

RFP # 31701-03107

RFP CONTENTS

SECTIONS:

- 1. INTRODUCTION**
- 2. RFP SCHEDULE OF EVENTS**
- 3. RESPONSE REQUIREMENTS**
- 4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS**
- 5. EVALUATION & CONTRACT AWARD**

ATTACHMENTS:

- 6.1. Response Statement of Certifications & Assurances**
- 6.2. Technical Response & Evaluation Guide**
- 6.3. Cost Proposal & Scoring Guide**
- 6.4. Reference Questionnaire**
- 6.5. Score Summary Matrix**
- 6.6. *Pro Forma* Contract**
 - A. Attestation**
 - B. Products and Services Payment Methodologies**
 - C. Key Performance Indicators/Service Levels**
 - D. State Building Commission Contract Bond**
 - E. Required Qualifications for Personnel**
 - F. Janitorial Services Checklist**
 - G. Glossary**
 - H. List of Mechanical / Electrical Equipment to be Maintained**

I. Tennessee South Topographic Map

J. Plant Listing and Layout for TSSC

6.7. Tennessee Contractor License Information (Response Package Cover Attachment)

1. INTRODUCTION

The State of Tennessee, Department of Finance and Administration, hereinafter referred to as “the State,” has issued this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

The State of Tennessee seeks to obtain, through this Request for Proposal (RFP), Facility Management services for both of the State’s service centers. The Capital Complex Service Center (CCSC) is located near downtown Nashville, and the Tennessee South Service Center (TSSC) is located in Smyrna, TN. Total Facility Management shall include, but is not limited to, daily administrative responsibilities, mechanical, electrical, and plumbing maintenance, as well as custodial care.

This RFP has provisions for the vendor to provide lawn care and building security services. Security services are required to be provided at both facilities, CCSC and TSSC. With regard to lawn care, at the beginning of the contract, the State will only require lawn care services at the Tennessee South Service Center (TSSC). However, the State shall have the right to add lawn care services for the Capitol Complex Service Center (CCSC) at a later date. The State has provided for hourly fees to be proposed for additional lawn care services, to facilitate this later addition, if the State deems it necessary.

See *pro forma* Contract Attachment G for a Glossary of acronyms and certain definitions that appear throughout this document.

1.1.1. General Information

The characteristics of the two State service centers are as follows:

Capital Complex Service Center (CCSC)

- Located near downtown Nashville
- Built in 1987
- Total square footage: 77,500 square feet
 - 20,600 square feet raised floor
 - 5,018 square feet Mechanical, Electrical, and Plumbing (MEP) space
 - 44,296 square feet office space
 - 7,586 square feet warehouse space
- Office space for 297 people
- 7 Restrooms
 - (2) women’s with 5 toilets/5 sinks
 - (2) men’s with 4 toilets/3 urinals/4 sinks
 - (3) unisex with 1 toilet each/1 sink each
- 2 loading docks with 5 ramps
- 2 Breakrooms

- Heating Ventilation and Air Conditioning (HVAC) (see Attachment H for detailed equipment list)
 - (2) centrifugal chillers
 - (1) Scroll chiller
 - (2) primary chilled water pumps
 - (2) secondary chilled water pumps
 - (3) cooling towers
 - (5) air handling units
 - (23) CRAC units
- Emergency Power (see Attachment H for detailed equipment list)
 - Emergency backup power to support all critical systems in the facility
 - (2) Generators, one with 4,000 gallon diesel belly fuel tank
 - Dual Powerware Uninterruptable Power Supply (UPS) system
 - A single underground 4,000 gallon diesel fuel tank for primary generator plus day tank
- Security Services
 - CCSC buildings and grounds are considered critical facilities
- Security systems
 - Access is controlled by electronic and personal recognition systems
 - Retina Scanners
 - Man traps into critical data center space
 - Magnetic door contacts
 - Camera surveillance
- Security audits
 - Randomly tested by third party audit
 - Used to evaluate security policies and procedures
 - Supplements internal audits to ensure the physical integrity of our operations
- Fire suppression
 - Sophisticated fire detection with local and off-site monitoring
 - Automatic clean agent fire suppression systems
- Service Delivery Overview
 - Dayshift pickup and delivery schedules
 - State personnel are very security aware and screened
 - Security manned loading docks

Tennessee South Service Center (TSSC)

- Located near Smyrna, Tennessee
- Totally redundant (maintenance can be performed without down time) building mechanical infrastructure
- Total square footage: 48,350 square feet
 - 15,000 square feet of raised floor
 - 3,000 square feet command center
 - 5,000 square feet warehouse space
 - 10,000 square feet MEP space
 - 15,350 square feet office space
- Office space for 30 people
- 4 restrooms

- (1) women's with 4 toilets/3 sinks/1 shower
- (1) men's with 2 toilets/2 urinals/3 sinks/1 shower
- (2) unisex with 1 toilet each/1 sink each
- HVAC Closed loop system (see Appendix B for detailed equipment list)
 - (3) 197-ton air cooled chillers
 - (2) Dry Coolers
 - (2) 860-Gallons Per Minute (GPM) primary and secondary chiller water pumps
 - (12) CRAC units
 - (3) Air handling units
- Power (see Appendix B for detailed equipment list)
 - Emergency backup power to support all critical systems in the facility
 - 60 watts per square foot
 - Expandable to 120 watts per square foot
 - 2N Power to include dual generators, dual fed UPS systems, PDUs, and RPPs
 - (2) 16,000 gallon fuel tanks for diesel fuel
 - Diesel fuel filtration system
- Security Services
 - TSSC buildings and grounds are considered critical facilities
- Security audits
 - Randomly tested by third party audit
 - Used to evaluate security policies and procedures
 - Supplements internal audits to ensure the physical integrity of our operations
- Fire suppression
 - Sophisticated fire detection with local and off-site monitoring
 - Automatic clean agent fire suppression systems
- Service Delivery Overview
 - Dayshift pickup and delivery schedules
 - State personnel are very security aware and screened
 - Security manned loading docks
- State-of-the-Art Facility
 - Hardened Facility - Miami Dade Hurricane rated facility
 - Strategically located away from potential disaster possibilities (trains, interstates, floods, etc...)
 - State-of-the-Art Security and Protection Features (Bio-metrics, proximity cards, perimeter design, etc...)
 - Man-traps at both entrances to the building
- Security systems
 - Access is controlled by electronic and personal recognition systems
 - Retina scanners
 - Magnetic door contacts
 - Camera surveillance
 - Enhanced perimeter security design
 - Man-traps at all entrances
- Lawn Care
 - 15 acres
 - See *pro forma* Contract Attachments I and J for a topographic map and a plant listing.
 - Approximately 5 acres fenced
 - Approximately 65 parking spaces

1.1.2. **Process to Request Floor Plans / One Line Drawings**

Respondents that have submitted a Notice of Intent to Respond in accordance with RFP Section 1.8 may request floor plans and one line drawings for the CCSC and TSSC by sending an email request to the Solicitation Coordinator at the address given in RFP Section 1.4.2.1.

1.1.3. **Current and Anticipated Mechanical/Electrical Environments**

Contract Attachment H describes the current (as of July 2, 2014) mechanical/electrical environments which the successful contract will be required to support at the CCSC and TSSC. These descriptions are not definitive and binding upon the State; they are included to allow Respondents to better predict the scope of the support efforts. These environments are subject to change throughout the term of the contract, and any such changes shall be effected through mutually agreed upon memos to the project file.

1.2. **Scope of Service, Contract Period, & Required Terms and Conditions**

The RFP Attachment 6.6., *Pro Forma* Contract details the State's requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent must sign.

1.3. **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. **RFP Communications**

- 1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 31701-03107

- 1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

- 1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Mitzi R. Hale
State of Tennessee
Department of Finance and Administration
Office for Information Resources (OIR)
901 5th Avenue North

Nashville, TN 37243
Phone: 615-741-3735
Email: Mitzi.Hale@tn.gov

1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit www.tn.gov/businessopp/ for contact information); and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

David Sledge
Title VI Coordinator
Tennessee Department of Finance and Administration
Human Resource Office
21st Floor, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243
Phone: 615.532.4595
Fax: 615.741.3470
E-mail: David.Sledge@TN.gov

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State.

Documents essential to the proposal process will be posted on the following website:

<http://tn.gov/finance/oir/pcm/rfps.html>

- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information; however, it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. Assistance to Respondents With a Handicap or Disability

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. Respondent Required Review & Waiver of Objections

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. Pre-Response Conference

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

State of Tennessee
Department of General Services
Tennessee Tower – 3rd Floor
Conference Room B
312 Rosa L. Parks Ave.
Nashville, TN 37243

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in

the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. **Response Deadline**

A Respondent must ensure that the State receives a response no later than the response Deadline time and date detailed in the RFP Section 2, Schedule of Events. A response must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

1.10. **Contractor Licensure**

1.10.1. Respondents shall be familiar with the Contractors Licensing Act of 1994, as currently amended (codified in Tennessee Code Annotated Sections 62-6-101, et seq.). Demonstration of current licensure is a mandatory part of the Response submission (see RFP Sections 3.2.3.4 and 4.7). A contract will not be awarded to a Respondent whose response is in conflict with State of Tennessee licensing law.

Pursuant to T.C.A. § 62-6-119, it is necessary for such Respondent to provide evidence of a license in the appropriate classification before such response may be considered. List the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts; and if applicable; for each vertical closed loop geothermal heating and cooling project, the company name, Tennessee Department of Environment and Conservation license number, classification (G, L or G,L) and the expiration date, appear on the outside of the envelope containing the bid except when the bid is in an amount less than twenty-five thousand dollars (\$25,000); and for each masonry project where the total cost of the masonry portion of the construction project exceeds one hundred thousand (\$100,000), materials and labor.

Effective January 1, 2014, roofing subcontractors are required to be licensed; however, demonstration of their current licensure (name, license number, expiration date thereof, and license classification) is not part of the mandatory Response submission (see RFP Sections 3.2.3.4 and 4.7).

1.10.2. The Respondent shall have an "Unlimited" minimum License Limit amount and a License Classification of "Building Construction - Commercial" (BC-B or BC).

1.10.3. Respondents should verify that The Board for Licensing Contractors has current and correct licensure information on file. For inquiries contact:

Carolyn Lazenby
Board for Licensing Contractors
500 James Robertson Parkway
Nashville, TN 37243-1150
(615) 741-1202 or 1-800-544-7693

<http://www.tn.gov/regboards/contractors/> or <http://verify.tn.gov/>
Email: Carolyn.Lazenby@tn.gov

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		October 6, 2014
2. Disability Accommodation Request Deadline	2:00 p.m.	October 9, 2014
3. Pre-response Conference	2:00 p.m.	October 10, 2014
4. Notice of Intent to Respond Deadline	2:00 p.m.	October 13, 2014
5. Written "Questions & Comments" Deadline	2:00 p.m.	October 20, 2014
6. State Response to Written "Questions & Comments"		November 10, 2014
7. Response Deadline	2:00 p.m.	November 24, 2014
8. State Completion of Technical Response Evaluations		December 15, 2014
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	December 16, 2014
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	December 19, 2014
11. State sends contract to Contractor for signature		January 2, 2015
12. Contractor Signature Deadline	2:00 p.m.	January 9, 2015

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

- 3.1.1. **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the state may deem the response to be non-responsive and reject it.

- 3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.
- 3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.
 - 3.2.2.1. One (1) original Technical Response paper document labeled:
“RFP # 31701-03107 TECHNICAL RESPONSE ORIGINAL”

and six (6) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc labeled:

“RFP # 31701-03107 TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.
 - 3.2.2.2. One (1) original Cost Proposal paper document labeled:
“RFP # 31701-03107 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “PDF” format properly recorded on separate, blank, standard CD-R recordable disc labeled:

“RFP # 31701-03107 COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.
- 3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:
 - 3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 31701-03107 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”
 - 3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 31701-03107 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP # 31701-03107 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.3.4. In order to comply with the Contractors Licensing Act of 1994, as currently amended (codified in ***Tennessee Code Annotated***, Sections 62-6-101, et seq.), the Respondent must clearly display all required Contractor License information on the **OUTERMOST** package(s). A form for this purpose is included as RFP Attachment 6.7. The Respondent should use this form or an exact duplicate, fill out ALL information, and affix the completed form to the outermost package. The Respondent must hold the required license(s); the Respondent cannot submit a license number held by one of its subcontractors to meet the labeling requirement.

Tennessee Code Annotated Section 62-6-119 requires automatic disqualification of a proposal in case of failure to provide required licensure information or to submit such information outside the proposal package. The State has no authority to waive the statutory requirements.

- 3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Mitzi R. Hale
State of Tennessee
Department of Finance and Administration
Office for Information Resources (OIR)
901 5th Avenue North
Nashville, TN 37243
Phone: 615-741-3735
Email: Mitzi.Hale@tn.gov

3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.

- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
- 3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
- 3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
- 3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. **Additional Services**

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. Response Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience, Item B.14.).

4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. Insurance

From time-to-time, the State may require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. Professional Licensure and Department of Revenue Registration

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. As the work performed under a Contract pursuant to this RFP includes installation as well as supply of materials, the Response submission constitutes a bid and Tennessee Contractor license(s) are required.
- 4.7.4. The following license classification is considered acceptable for Respondents to bid: "Building Construction - Commercial" (BC-B or BC). This classification is described in Rule 0680-1-.16.
- 4.7.5. Contractor License information must be clearly displayed on the Response submission package at the time of submittal, or the Response will not be accepted for evaluation. See RFP Section 3.2.3.4 and RFP Attachment 6.7. The Respondent must hold the required license(s); the Respondent cannot submit a license number held by one of its subcontractors to meet the labeling requirement.
- 4.7.6. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. Disclosure of Response Contents

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. Contract Approval and Contract Payments

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
 - 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract start date or after the Contract end date.
 - 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma Contract*, Section C).
 - 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. Contractor Performance

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. Contract Amendment

After contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of

the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	20
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	50
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

- 5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.
- 5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:
 - a. the response adequately meets RFP requirements for further evaluation;
 - b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
 - c. the State will determine the response to be non-responsive to the RFP and reject it.
- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP,

and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not to meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. **Contract Award Process**

- 5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP # 31701-03107 STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma Contract* for the total contract period.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma Contract*.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Respondent will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the Respondent.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

**RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or
SSN):**

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit rating for the Respondent (NOTE: A credit bureau report	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.6.	<p>Respondent must provide a written statement affirming that the Respondent, within the last five (5) years, has provided plant management services for at least one large data center designed as a Tier III or Tier IV facility, as defined by the Uptime Institute, with greater than 13,000 square feet of raised floor space; which required an uptime of at least 99.995%.</p> <p>Provide the name and a contact for one of your clients with a Tier III or Tier IV data center with greater than 13, 000 square feet of raised floor space.</p> <p>Please note that the Solicitation Coordinator, with the assistance of one or more subject matter experts, will verify this client reference.</p>	
	A.7.	Respondent must provide a written statement affirming that the Respondent has a minimum of five (5) or more years of experience managing multiple facilities concurrently.	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: <ul style="list-style-type: none"> (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: <ul style="list-style-type: none"> (i) contract description and total value; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: <ul style="list-style-type: none"> (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors. <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	<p>Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> Three (3) references of large (over 13,000 square feet of raised floor space) Tier III / IV Data Centers for which your company has actually provided plant management services within the last five (5) years. <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Respondent's sealed Technical Response. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below.</p> <p>(a) Customize the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Respondent's name, and make duplicates for completion by references.</p> <p>(b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope.</p> <p>(c) Instruct the person that will provide a reference for the Respondent to:</p> <ol style="list-style-type: none"> complete the reference questionnaire (on the form provided or prepared, completed, and printed using a duplicate of the document); sign <u>and</u> date the completed, reference questionnaire; seal the completed, signed, and dated, reference questionnaire within the envelope provided;

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(iv) sign his or her name in ink across the sealed portion of the envelope; and</p> <p>(v) return the sealed envelope containing the completed reference questionnaire directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</p> <p>(d) <u>Do NOT</u> open the sealed references upon receipt.</p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under <u>no</u> obligation to clarify any reference information.
	B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): <i>(maximum possible score = 20)</i>		
State Use – Evaluator Identification:		

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		4	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		3	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		3	
	C.4.	How many large (over 13,000 square feet of raised floor space) data centers have you provided facility management services for in the last five (5) years?		5	
	C.5.	Provide a brief, descriptive statement indicating the Respondent's approach to delivering the services sought under the RFP for maintenance and repair services for this Project.		2	
	C.6.	Provide a statement of how the Respondent intends to address all major disciplines (architectural, structural, civil, mechanical, plumbing, electrical, and special consultants) throughout all aspects of this RFP.		2	
	C.7.	Provide a comprehensive narrative, captioned "Data Center Staffing Plan," that illustrates how the Respondent will staff. This Plan shall include proposed on-site team, and support staffing. The Plan shall include: <ul style="list-style-type: none"> Identity of the Respondent's on-site team, and business administration team. These individuals cannot be substituted without written approval of the State. Respondent's staffing for this particular project shall be indicative of their ability to provide professional project management, operational expertise, and building administration that is effective, efficient, and thorough. 		4	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<ul style="list-style-type: none"> ○ Provide the amount of time (in hours for positions) that each of the key personnel presented in Section B, Item Ref. B.13., above will be committed to this Project, and who will be responsible for the following services and overall project management. <ul style="list-style-type: none"> ▪ Operations: Preventative maintenance, repairs, equipment analysis, testing, calibrating, etc. ▪ Administration: Budget administration, quality control/inspections, shop drawing process / review, work order process / review, schedule control, and planning, safety, etc. 			
	C.8.	Describe the added value your organization will offer to OIR both immediately and in the long term.		1	
	C.9.	Describe your process for change management and your policies for disruptive maintenance and system upgrades.		1	
	C.10.	Describe generally how your organization proposes to seamlessly manage transition of these services from the Incumbent to your company, should you be awarded this contract. Please provide high level specifications of your transition plan with sufficient detail for the State to be able to determine the quality and reasonableness of the Respondent's approach.		2	
	C.11.	Provide details outlining the process for determining the format and frequency of reporting functional performance metrics.		1	
	C.12.	Describe your organization's methodology for supporting the State's data centers on a 7x24x365 basis.		4	
	C.13.	Describe your organization's approach to total quality management, and your organization's total quality plan. Describe OIR's role in your quality assurance processes.		2	
	C.14.	Describe how you will assess your actual performance against the services established in the Contract. What metrics will be used to gauge service performance? Provide examples.		2	
	C.15.	Describe what technical training your organization's employees are given, both upon their initial hiring and throughout their employment.		2	
	C.16.	State the percent of turnover of key personnel and all other staff for each of the last three (3) years in the segment of your organization that will be responsible for performing the services contemplated by this solicitation. Explain how your company will provide personnel available to back fill on-site required staffing.		3	
	C.17.	Describe what your company considers normal everyday		2	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		operating procedures (e.g. monitoring procedures, test plans, managing parts inventory, review maintenance logs, establish maintenance schedules, emergency response, etc.).			
	C.18.	Describe what services your company typically performs as a part of normal everyday operating duties (e.g. monitoring procedures, test plans, managing parts inventory, review maintenance logs, establish maintenance schedules, emergency response, etc.).		2	
	C.19.	Describe how your company manages the many disciplines of total plant management including; complex megawatt UPS systems, elaborate HVAC systems, plumbing, roofing, foundation, piping, wiring, structure, and general conditions / simple repairs like drywall patches and moving furniture.		4	
	C.20.	Describe how your company determines that it is not cost effective to repair a piece of equipment and when replacement is more cost effective.		1	
	C.21.	Describe how your company determines which services it will self-perform and which it will subcontract.		1	
	C.22.	Describe how your company manages data centers differently from other facilities and what special considerations are given.		3	
	C.23.	Describe how your company maintains required certifications / education with relevant industry standards, manufacturers' recommendations, and national standards (e.g. NEC, NFPA, IEEE, ISO).		2	
	C.24.	Describe how your company staff covers a facility that requires staff support of 7x24x365.		2	
	C.25.	Provide any recommendations you might have for a Facility Management Company that must manage third-party contracts with other vendors in order to meet a client's facility management needs. What do you consider essential to the effective management of such relationships?		2	
	C.26.	Describe how your company manages catastrophic events that would require extended on-site presence and staff augmentation.		1	
	C.27.	Describe your company's selection process for sub-contractors and your vendor management process / procedures.		1	
	C.28.	Describe your company's familiarity with Standard Operating Procedures - specifically within a mission critical environment?		2	
	C.29.	Describe how your company maintains a documentation library including policies, procedures, and equipment		2	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		manuals.			
	C.30.	Describe how your company develops facility reliability / availability metrics for mechanical systems, electrical systems, system performance, and outages and incident response.		2	
	C.31.	Describe how your company develops KPIs / metrics, review procedures, and schedules.		2	
	C.32.	Describe how your company develops Service Levels, review procedures, penalties, and schedules.		2	
	C.33.	Describe how your company develops measurements, and reporting programs to ensure all critical systems, alerts, and faults are being properly monitored and all systems are being adequately maintained.		3	
	C.34.	Describe the IT systems your company will use in support of this contract. How do they track preventive maintenance and on-demand work orders? What type of reporting do they provide? Do you have a Call Center?		1	
	C.35.	Besides cost, describe what your company would consider a differentiator between competitors.		2	
	C.36.	Provide any recommendations you might have for a Facility Management Company that must manage third-party contracts with other vendors in order to meet a client's lawn care requirements.		1	
	C.37.	Provide any recommendations you might have for a Facility Management Company that must manage third-party contracts with other vendors in order to meet a client's critical facility security needs.		3	
	C.38.	Describe your company's initial training and on-going education plans to provide security and emergency response qualifications services.		1	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>
Total Raw Weighted Score					= SCORE:
Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>					
X 50 <i>(maximum possible score)</i>					
State Use – Evaluator Identification:					

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

COST PROPOSAL & SCORING GUIDE**NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

All costs proposed below in the form of dollar amounts must be proposed with no more than two (2) positions to the right of the decimal point. The Respondent should **not** leave any Cost Proposal cells blank; for evaluation purposes, the State will interpret a blank in a Cost Proposal cell as a proposed amount of zero (0) for the item in question.

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1. (refer to RFP Attachment 6.6.), “The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.”

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual’s authority to legally bind the Respondent.

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	
RESPONDENT LEGAL ENTITY NAME:	

TABLE A – MONTHLY MAINTENANCE FEE

Monthly fee to provide all routine maintenance products and services, for both data center locations, as described in Contract Section C.3.b.i and Contract Attachment B.

The Respondent must propose a single rate in each Proposed Cost cell. In a given cell, do NOT propose more than a single rate and do NOT propose a range of rates.

Cost Item Description	Proposed Cost					State Use ONLY		
	Year 1 (01/26/15— 01/25/16)	Year 2 (01/26/16— 01/25/17)	Year 3 (01/26/17— 01/25/18)	Year 4 (01/26/18— 01/25/19)	Year 5 (01/26/19— 01/25/20)	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Monthly Maintenance Fee	\$ / MONTH	\$ / MONTH	\$ / MONTH	\$ / MONTH	\$ / MONTH		12	
TABLE A EVALUATION COST AMOUNT (sum of evaluation costs above):								
State Use – Solicitation Coordinator Signature, Printed Name & Date:								

TABLE B – REIMBURSABLE LABOR HOURLY RATES

Reimbursable labor hourly rates, as described in Contract Section C.3.b.ii, Contract Attachment B, and Contract Attachment E.

NOTE: Reimbursable Labor Hourly Rates for the Facility Manager, Senior Journeyman Level Electrician, and Senior Journeyman Level Mechanical and HVAC Specialist will only apply in cases in which the State requires work from these personnel that is above the 40 hours per week that the State receives as a part of the Monthly Maintenance Fee [see Contract Sections A.23, and C.3.b.i.(2) and C.3.b.ii.(3)]

The Respondent must propose a single rate in each Proposed Cost cell. In a given cell, do NOT propose more than a single rate and do NOT propose a range of rates.

Cost Item Description	Proposed Cost					State Use ONLY		
	Year 1 (01/26/15— 01/25/16)	Year 2 (01/26/16— 01/25/17)	Year 3 (01/26/17— 01/25/18)	Year 4 (01/26/18— 01/25/19)	Year 5 (01/26/19— 01/25/20)	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Facility Manager	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		150	
Architect	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		20	

TABLE B – REIMBURSABLE LABOR HOURLY RATES

Reimbursable labor hourly rates, as described in Contract Section C.3.b.ii, Contract Attachment B, and Contract Attachment E.

NOTE: Reimbursable Labor Hourly Rates for the Facility Manager, Senior Journeyman Level Electrician, and Senior Journeyman Level Mechanical and HVAC Specialist will only apply in cases in which the State requires work from these personnel that is above the 40 hours per week that the State receives as a part of the Monthly Maintenance Fee [see Contract Sections A.23, and C.3.b.i.(2) and C.3.b.ii.(3)]

The Respondent must propose a single rate in each Proposed Cost cell. In a given cell, do NOT propose more than a single rate and do NOT propose a range of rates.

Cost Item Description	Proposed Cost					State Use ONLY		
	Year 1 (01/26/15— 01/25/16)	Year 2 (01/26/16— 01/25/17)	Year 3 (01/26/17— 01/25/18)	Year 4 (01/26/18— 01/25/19)	Year 5 (01/26/19— 01/25/20)	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Mechanical Engineer	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		20	
Electrical Engineer	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		20	
Licensed Electrician	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		20	
Senior Journeyman Level Electrician	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		150	
Senior Journeyman Level Mechanical and HVAC Specialist	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		150	
Plumber	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		20	
Senior Level Plumber	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		20	
Project Manager	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		20	
Unskilled Labor	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		50	
General Skilled Labor	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		50	

TABLE B – REIMBURSABLE LABOR HOURLY RATES

Reimbursable labor hourly rates, as described in Contract Section C.3.b.ii, Contract Attachment B, and Contract Attachment E.

NOTE: Reimbursable Labor Hourly Rates for the Facility Manager, Senior Journeyman Level Electrician, and Senior Journeyman Level Mechanical and HVAC Specialist will only apply in cases in which the State requires work from these personnel that is above the 40 hours per week that the State receives as a part of the Monthly Maintenance Fee [see Contract Sections A.23, and C.3.b.i.(2) and C.3.b.ii.(3)]

The Respondent must propose a single rate in each Proposed Cost cell. In a given cell, do NOT propose more than a single rate and do NOT propose a range of rates.

Cost Item Description	Proposed Cost					State Use ONLY		
	Year 1 (01/26/15— 01/25/16)	Year 2 (01/26/16— 01/25/17)	Year 3 (01/26/17— 01/25/18)	Year 4 (01/26/18— 01/25/19)	Year 5 (01/26/19— 01/25/20)	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Custodian	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		100	
Lawn Care Supervisor	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		40	
Lawn Care Specialist	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		40	
Security Officer	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		120	
Senior Security Officer	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		120	
Security Supervisor	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		40	
TABLE B EVALUATION COST AMOUNT (sum of evaluation costs above):								
State Use – Solicitation Coordinator Signature, Printed Name & Date:								

TABLE C – PARTS/SUPPLIES MARK-UP PERCENTAGE

Mark-up percentage to be applied to part/supplies, as described in Contract Section C.3.b.ii and Contract Attachment B.

The Respondent shall propose this number to be interpreted as preceding a percent sign; for example, 3.1 percent would be proposed as 3.1, NOT .031.

Cost Item Description	Proposed Cost					State Use ONLY		
	Year 1 (01/26/15— 01/25/16)	Year 2 (01/26/16— 01/25/17)	Year 3 (01/26/17— 01/25/18)	Year 4 (01/26/18— 01/25/19)	Year 5 (01/26/19— 01/25/20)	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Parts/Supplies Mark-Up Percentage	PERCENT (%)	PERCENT (%)	PERCENT (%)	PERCENT (%)	PERCENT (%)		142,000	
TABLE C EVALUATION COST AMOUNT (sum of evaluation costs above):								
State Use – Solicitation Coordinator Signature, Printed Name & Date:								

TABLE D – DIESEL FUEL MARK-UP PERCENTAGE

Mark-up percentage to be applied to diesel fuel, as described in Contract Section C.3.b.ii and Contract Attachment B.

The Respondent shall Propose this number to be interpreted as preceding a percent sign; for example, 3.1 percent would be proposed as 3.1, NOT .031.

Cost Item Description	Proposed Cost					State Use ONLY		
	Year 1 (01/26/15— 01/25/16)	Year 2 (01/26/16— 01/25/17)	Year 3 (01/26/17— 01/25/18)	Year 4 (01/26/18— 01/25/19)	Year 5 (01/26/19— 01/25/20)	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Diesel Fuel Mark-Up Percentage	PERCENT (%)	PERCENT (%)	PERCENT (%)	PERCENT (%)	PERCENT (%)		7,000	
TABLE D EVALUATION COST AMOUNT (sum of evaluation costs above):								
State Use – Solicitation Coordinator Signature, Printed Name & Date:								

TABLE E – MONTHLY LAWN CARE FEE

Monthly fee to provide lawn care services, as described in Contract Section A.30 and Contract Attachment B. This fee is to be proposed as a monthly cost to provide lawn care services for one (1) acre for one (1) month.

The Respondent must propose a single rate in each Proposed Cost cell. In a given cell, do NOT propose more than a single rate and do NOT propose a range of rates. For compensation purposes, this fee will be prorated for any partial acres [see Contract Section C.3.b.iv.(1)].

Cost Item Description	Proposed Cost					State Use ONLY		
	Year 1 (01/26/15— 01/25/16)	Year 2 (01/26/16— 01/25/17)	Year 3 (01/26/17— 01/25/18)	Year 4 (01/26/18— 01/25/19)	Year 5 (01/26/19— 01/25/20)	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Monthly Lawn Care Fee, per Acre of Lawn	\$ / ACRE / MONTH	\$ / ACRE / MONTH	\$ / ACRE / MONTH	\$ / ACRE / MONTH	\$ / ACRE / MONTH		180	
TABLE E EVALUATION COST AMOUNT (sum of evaluation costs above):								
State Use – Solicitation Coordinator Signature, Printed Name & Date:								

TABLE F – MONTHLY SECURITY SERVICES FEE

Monthly fee to provide Security Services, for both data center locations, as described in Contract Section A.31 and Contract Attachment B.

The Respondent must propose a single rate in each Proposed Cost cell. In a given cell, do NOT propose more than a single rate and do NOT propose a range of rates.

Cost Item Description	Proposed Cost					State Use ONLY		
	Year 1 (01/26/15— 01/25/16)	Year 2 (01/26/16— 01/25/17)	Year 3 (01/26/17— 01/25/18)	Year 4 (01/26/18— 01/25/19)	Year 5 (01/26/19— 01/25/20)	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Monthly Security Services Fee	\$ / MONTH	\$ / MONTH	\$ / MONTH	\$ / MONTH	\$ / MONTH		12	
TABLE F EVALUATION COST AMOUNT (sum of evaluation costs above):								

TABLE F – MONTHLY SECURITY SERVICES FEE								
Monthly fee to provide Security Services, for both data center locations, as described in Contract Section A.31 and Contract Attachment B. The Respondent must propose a single rate in each Proposed Cost cell. In a given cell, do <u>NOT</u> propose more than a single rate and do <u>NOT</u> propose a range of rates.								
Cost Item Description	Proposed Cost					State Use ONLY		
	Year 1 (01/26/15— 01/25/16)	Year 2 (01/26/16— 01/25/17)	Year 3 (01/26/17— 01/25/18)	Year 4 (01/26/18— 01/25/19)	Year 5 (01/26/19— 01/25/20)	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
State Use – Solicitation Coordinator Signature, Printed Name & Date:								

EVALUATION COST AMOUNT AND COST PROPOSAL SCORE			
TOTAL EVALUATION COST AMOUNT (The Solicitation Coordinator will add the Evaluation Cost Amounts from Tables A, B, C, D, E, and F): The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \times 30$ <div>(maximum section score)</div>			= SCORE:
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP # 31701-03107 REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: RESPONDENT NAME (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
 - sign and date the completed questionnaire;
 - seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
 - sign in ink across the sealed portion of the envelope; and
 - return the sealed envelope containing the completed questionnaire directly to the reference subject.
-

(1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) **What goods or services does/did the reference subject provide to your company or organization?**

(4) **Describe your data center facility. Does your facility require and conduct uninterruptible power and non-disruptive service maintenance?**

- (5) Describe your satisfaction with the technical expertise (complex power and cooling systems) with which the reference subject provided your company or organization.

- (6) What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (7) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

- (8) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

- (9) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

- (10) In what areas of goods or service delivery does/did the reference subject excel?

- (11) In what areas of goods or service delivery does/did the reference subject fall short?

- (12) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

- (13) Considering the staff assigned by the reference subject to deliver the goods or services described in response to questions 3 and 5 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

- (14) Would you contract again with the reference subject for the same or similar goods or services?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:

(by the individual completing this
request for reference information)

(must be the same as the signature across the envelope seal)

DATE:

SCORE SUMMARY MATRIX

	RESPONDENT NAME		RESPONDENT NAME		RESPONDENT NAME	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 20)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 50)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP # 31701-03107 *PRO FORMA* CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

**CONTRACT
BETWEEN THE STE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the 'State' and **Contractor Legal Entity Name**, hereinafter referred to as the "Contractor," is for the provision of facility management services for both of the State's service centers, as further defined in the "SCOPE OF SERVICES."

The Contractor is a/an **Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company**.

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. Summary of Services

This contract includes the maintenance, repair, and managing of general building operations as described in this contract for two State mission critical facilities; the Tennessee South Service Center (TSSC) and the Capitol Complex Service Center (CCSC). The Contractor will be responsible for complete operations, maintenance, and repair of electrical, mechanical, plumbing and fire protection systems, general building operations, monitoring and reporting on infrastructure components, and general building maintenance (i.e. painting, flooring, furniture / cube configurations, and general repairs). The Contractor must provide a complete range of services, so the State of Tennessee will have the convenience of dealing with a single provider for all their facility operations, maintenance and repair needs. The Contractor will provide all services, but not limited to the services as described in this section. The Contractor will maintain in perfect working order any / all mechanical, electrical, and plumbing infrastructure components and provide for all building repair, upkeep, and maintenance. The Contractor will develop a safety program and monitor and report results.

NOTE: The Tennessee South Service Center (TSSC) is designed as a Tier III or Tier IV facility, as defined by the Uptime Institute. All elements of a Tier III facility are incorporated in the design, and additionally includes the redundant power components required by the Tier IV classification. This data center has one active path with redundant components. It is concurrently maintainable – with a 99.99% availability target. Planned maintenance activities will be performed on this data center without causing any disruptions. Preventative maintenance, testing, and repair will be scheduled and carried out without shutting down the infrastructure. The services provided by the Contractor are subject to the requirements and performance metrics [Key Performance Indicators (KPIs) and Service Levels] detailed in Contract Attachment C.

The Capitol Complex Service Center (CCSC) facility is a Tier II facility as defined by the Uptime Institute (please refer to the Uptime Institute's web site for more information).

The Contractor will develop processes, procedures, and controls to maintain cost effective solutions that support the overarching goals.

A.3. Products and services provided under this contract shall fall into one of five categories:

- a. Routine Maintenance Items;
- b. Standard Time and Materials (T&M) Items;
- c. Cost-Capped Materials;

- d. Lawn Care Services; and,
- e. Security Services.

See Contract Section C.3 for descriptions of these categories, along with their associated payment methodologies. See Contract Attachment B for a table which classifies the products and services described below according to their compensation mechanisms.

A.4. Building Analysis and Condition Assessment. Within six (6) months after the Contract Start Date the Contractor will perform a thorough analysis of the data center buildings for the purpose of determining and documenting existing conditions and requirements for improvements. The Contractor will field-verify accuracy of available as-built drawings and generate required drawings for areas where drawings do not exist. Studies include, but are not limited to, the building's mechanical and electrical systems, indoor air and water quality, and energy usage and sustainable design attributes, including feasibility to meet LEED™ certification, Energy Star, and all State environmental Executive Orders, rules, and regulations. Budgetary implications shall also be included for recommended improvements. The State of Tennessee shall evaluate all recommendations and must approve any / all improvements to be made.

A.5. Building Condition Remediation. If requested by the State, the Contractor will perform any / all services to remediate any deficiencies, flaws, defects, inadequacies, or abnormal conditions. All costs will be identified and presented to the State prior to approval to proceed and shall be broken down as follows:

- a. Labor for building remediation activities; and,
- b. Parts/supplies required for remediation activities.

These improvements do not exclude the Contractor from obligations to service the facility as specified elsewhere in this agreement. The Contractor fully accepts responsibility to maintain the facility and accepts all conditions of the building day one.

A.6. Glossary. For the meanings of acronyms and certain definitions used throughout the Contract, refer to Contract Attachment G, Glossary.

A.7. Standard Operating Procedures (SOP) Manual

- a. Within ninety (90) days after the Contract Start Date, the Contractor will provide an SOP manual for all maintenance and support activity described in this section. A copy shall be furnished to and subject to approval by the State. The same SOP manual shall be used for both data centers.
- b. SOP manuals must be kept highly available, on-site, up-to-date, and shall reflect all standard operating procedures for all required maintenance activities. The Contractor will use Microsoft Word and a State provided template. The Contractor will have thirty (30) days to write, amend, and re-issue any SOP deficiencies found by the State.

A.8. Transition Period at the Beginning and End of Contract

- a. Beginning of Contract.
 - i. The Contractor will participate in the transition phase and cooperate fully with the current contract holder.
 - ii. The transition from the current contract holder will be no longer than one hundred twenty (120) days beginning from the Contract Start Date.
- b. End of Contract. If, at the end of this contract period a new proposer wins the contract for the next contract period, the last six (6) months of the current contract will serve as a mandatory transition phase.

- i. The Contractor agrees to fully cooperate with any subsequent Contractor(s) during this overlap time and make certain that there is a smooth transition.
- ii. The Contractor will submit a written transition plan for approval by the State within six (6) months prior to the end of the current contract. The transition plan will have two separate sections, one for each data center, and each section will address items such as:
 - (1) Current maintenance schedule and logs for all MEP (Mechanical, Electrical and Plumbing) equipment.
 - (2) Up-to-date report on status of all equipment warranty or maintenance agreements (including all warranty/maintenance expiration/renewal dates).
 - (3) Current operating status on all equipment.
 - (4) Inventories of spare parts, and all other consumables such as cleaning supplies, filters, lubricants, and fuel. The Contractor must maintain sufficient inventories of parts and supplies to enable the Contractor to meet all of the State's Key Performance Indicators (KPIs), as detailed in Contract Attachment C.
 - (5) Lists of Contractor's subcontractors used for maintenance.
 - (6) List of any deficiencies and remediation plans to rectify those deficiencies.
 - (7) List any future planned maintenance / repair activities.

A.9. Alert Monitoring Per Data Center. The Contractor shall provide the following services for each Data Center site location:

- a. The Contractor will investigate, document, and implement best practices for monitoring critical mechanical, electrical, and plumbing systems (what alerts / how to monitor 7X24X365).
- b. The Contractor will develop and review procedures for planned response to critical events; develop service plans and schedules, and a plan for adherence.
- c. The Contractor will develop and document a complete set of test plans that ensure all critical systems are operable and calibrated properly.
- d. Alert monitoring and response will be real time (7x24x365). Electricians, HVAC specialists, and Facility Managers are required to carry two-way radios and pagers to respond to any / all critical alerts for HVAC (Heating Ventilation and Air Conditioning) and electrical emergencies (Contractor provides communication equipment). Cell phones are required for the Facility Managers and their designees. Acceptable emergency response times are within twenty (20) minutes for call back, and on-site and working the issue within two (2) hours. Priority repairs will be worked until issue is resolved or until a workaround has been put in place. The State will review and approve all policies and methodologies. The Contractor will provide all contact information and keep it up-to-date and the State will retain all contact information for use at its discretion. This includes contact information for both on-site staff as well as emergency after-hour contacts for service providers.

A.10. Physical Plant Systems

- a. Follow all industry best practices for operations, maintenance, and monitoring of the following:
 - i. HVAC (end to end);

- ii. Uninterruptable Power Supply (UPS) (All systems, static transfer switches, remote power panels, breakers, etc...);
 - iii. Power (utility and generators - end to end);
 - iv. Fire alert / suppression;
 - v. Facility security equipment;
 - vi. Building shell;
 - vii. Water leak detection (interior / and building shell);
 - viii. Building plumbing, roofing, foundation, piping, wiring, structure, and general condition; and,
 - ix. Storm water monitoring and control.
- b. The Contractor will maintain complete 'as-built' building drawings for each data center and create schematics where they don't exist.
 - c. The Contractor will develop and maintain maintenance schedules for all equipment and the building's infrastructure.
 - d. The Contractor shall provide a Computerized Maintenance Management System (CMMS) for tracking, monitoring, etc. The State will have the right to review the system and will own all maintenance data captured by the CMMS.
 - e. The Contractor will ensure all filters, belts, fasteners, fixtures, lubricants, and other routine maintenance items are installed, working properly.
 - f. The Contractor will maintain a supply of maintenance and critical replacement parts/supplies, either on-site or readily available (within 24 hours).
 - g. The Contractor will maintain a complete hardware set (bolts, washers, screws, nails, tie-wraps, fasteners, glues, etc.) in order to maintain the facility.
 - h. The Contractor will provide complete up-to-date documentation. This documentation should include naming standards and conventions for all components, UPS, breakers, Power Distribution Units (PDUs), through to the receptacle. The documentation should include a best practice model for maintaining an accurate accounting of all circuits and what computer equipment is powered by which breaker. Detailed panel schedules will be provided to the Contractor.
 - i. Contractor will provide a method for tracking and measuring circuit loads and capacity, as not to allow any over loading or underutilization of UPS, PDUs or circuits.
 - j. The Contractor will provide (for new or modified equipment) and maintain interfaces into the facilities monitoring and control systems. The Contractor will ensure that all critical systems are properly monitored in real time and have a planned and documented response to critical events. The State will review and approve all policies and methodologies.
 - k. Contractor will perform any enhancements or break/fix repairs needed to maintain the physical plant systems.

Note: See Contract Attachment H for a list of specific equipment to be maintained, monitored, and repaired under this contract. This list includes the major components and is not the complete list of the Contractor's responsibilities. Note also that this list is subject to change at the State's request; such changes shall be effected through a Memorandum of Understanding (MOU).

- A.11. Preventative Maintenance. The Contractor will use preventative maintenance as the primary approach to ensuring the availability of the entire data center power train (generators, transfer switches, transformers, batteries, breakers and switches, PDUs, UPSs, etc...) and cooling train (Computer Room Air Conditioners (CRACs), Computer Room Air Handlers (CRAHs), humidifiers, condensers, variable air volumes (VAVs), chillers, etc...). The Contractor will:

- a. Maintain all preventative maintenance, whether unscheduled or scheduled, on a Contractor- provided CMMS.
- b. Develop a calendar-based scheduled maintenance inspection for each facility during which fully trained and qualified maintenance experts observe the physical infrastructure equipment to look for changes in equipment appearance and performance and listen for changes in the sounds produced by the equipment. "Fully trained and qualified maintenance expert" is defined as individual(s) holding manufacturers' certifications for equipment to be maintained.
- c. The Contractor will provide historical data for reporting usage trends, capacity demands, meantime to failure, and downtime / repair statistics.
- d. The Contractor will identify potential issues and take immediate action to prevent a future failure.
- e. The Contractor will ensure that all major equipment is maintained under either a service maintenance program or warranties provided by the original equipment manufacturer and that the preventative maintenance procedures include all manufacturers' recommendations and best practices. The maintenance may include, but is not limited to, thermal scanning, calibration, adjustments, cleaning / replacing air or water filters, lubrication, and replacement of parts or updating of physical infrastructure firmware / software.
- f. Adhere to all maintenance procedures and schedules recommended in manufacturers' manuals.
- g. The Contractor will provide two Journeyman Level mechanical staff and one Facility Manager for each facility 7x24x365 and be onsite 8 am to 5 pm, Monday - Friday, who will be responsible to operate, maintain, and repair all the HVAC, power, and mechanical systems in the facility. The Contractor will provide qualified technicians that will act as the operations engineering staff for the facility, and as such, will be trained to have a working knowledge of all the electrical systems and their operation in the event of an emergency.
- h. The Contractor shall monitor, maintain, and test general maintenance items including but not limited to plumbing, lamp changes, wiring, etc.
- i. Provide and / or ensure availability of proper diagnostic tools on-site to accomplish all preventative maintenance and define efficiency goals. Continuous diagnostics used as predictive maintenance tool to prevent failures should be scheduled and documented. A diagnostic plan should include in-line troubleshooting and be non-disruptive.
- j. Thermal scans and internal temperature measurements of all electrical equipment (Panel boards, UPS modules, transfer switches, transformers, disconnects, Remote Power Panel (RPPs), etc...) will be completed annually and reported on annually.
- k. Torque connections, check fans, check capacitors, vibration test, and update firmware will be a part of the comprehensive preventative maintenance plan.
- l. The Contractor shall initiate preventative maintenance, outside of the scheduled maintenance routine, if deemed necessary to prevent an imminent outage. Whenever possible, the Contractor will provide the State a ten (10)-day advance notice of such maintenance and any/all preventative maintenance will be completed after the State's approval. Prior to any work being performed, all maintenance activity will include a risk management assessment, a detailed plan with time-lines, along with back-out plans, unless otherwise directed.

A.12. Equipment to be Maintained

a. Building Management System

- i. The Contractor shall monitor, maintain, and test the Building Management System (BMS) as part of the calendar-based maintenance plan. The Contractor

will be responsible for establishing and maintaining the BMS in a fully functional, fully enabled manner. The Contractor will ensure the BMS is operating the building components in the most efficient, cost effective manner. Servers and PCs running the BMS software shall be kept up-to-date with regard to security patches and anti-virus software.

- ii. The Contractor shall monitor, maintain, and test the Supervisory Control and Data Acquisition System (SCADA) system as part of the calendar-based maintenance plan. Servers and PCs running the SCADA software shall be kept up-to-date with regard to security patches and anti-virus software.
- iii. The Contractor will perform any enhancements or break/fix repairs needed to maintain the BMS and SCADA systems.

b. Diesel Levels and Quality

- i. The Contractor shall monitor, maintain, and test fuel systems (pumps, etc.) as part of the calendar-based maintenance plan.
- ii. The Contractor will be responsible for establishing and maintaining an on-demand contract for fuel from a vendor who is able to supply on a 7x24x365 basis.
- iii. The Contractor will provide fuel to the State on-demand, within six (6) hours of State's request, or when fuel levels fall below 60% of total tank capacity. All invoices will be provided for the State to review.
- iv. The Contractor will ensure adequate fuel levels (60% of total tank capacity) are maintained and will perform periodic testing to maintain high fuel quality. Contractor will report emissions level to the State EPA or authority having jurisdiction on the required basis.
- v. The Contractor will perform any enhancements or break/fix repairs to the tanks, pumps, and piping that are needed to maintain the diesel fuel levels and quality.

c. UPS Maintenance

- i. The Contractor shall monitor, maintain, and test the entire UPS system (switchgear, breakers, UPS modules, end to end, etc.) as part of the calendar-based maintenance plan. At a minimum, the Contractor will be responsible for establishing and maintaining a calendar-based maintenance plan based upon the manufacturer suggested plan. Results of all tests will include recommendations, risk assessment, and repair / remediation plans. All activities will be reviewed by the State prior to any work being performed.
- ii. The Contractor will perform any enhancements or break/fix repairs needed to maintain the UPS system.

d. Generator Preventive Maintenance

- i. The Contractor shall monitor, maintain, calibrate, and test the entire generator system (fuel tanks, pumps, piping, batteries, oil change, belts, end to end, etc.) as part of the calendar-based maintenance plan. At a minimum, the Contractor will be responsible for establishing and maintaining a calendar-based maintenance plan based upon the manufacturer suggested plan. A weekly one-hour test of the generators will include start-up and fail-over. Results of all tests will include recommendations, risk assessment, and repair / remediation plans.

All fail-over activities will be performed under close supervision with fully trained staff. All activities will be reviewed by the State prior to any work being performed.

- ii. The Contractor will perform any enhancements or break/fix repairs needed to maintain the entire generator system.

e. Load Test Policy

- i. The Contractor shall provide for a load-bank test of all power generating systems. The Contractor will provide maintenance as a part of the calendar-based maintenance plan. At a minimum, the Contractor will be responsible for establishing and maintaining a calendar-based maintenance plan based upon the manufacturer suggested plan. An annual load-bank test will be conducted by the Contractor. Results of all tests will include recommendations, risk assessment, and repair / remediation plans. All activities will be reviewed by the State prior to any work being performed.
- ii. The Contractor will perform any enhancements or break/fix repairs needed as a result of the load-bank tests.

f. Batteries

- i. The Contractor shall provide for a test of all battery systems. The Contractor will provide maintenance as a part of the calendar-based maintenance plan. At a minimum, the Contractor will be responsible for establishing and maintaining a calendar-based maintenance plan based upon the manufacturer suggested plan.
- ii. Load-bank tests will be conducted by the Contractor at the request of the State. Results of all tests will include recommendations, risk assessment, and repair / remediation plans. All activities will be reviewed by the State prior to any work being performed. The Contractor, on a monthly basis, will review the battery monitoring reports to verify if a trend is developing which could lead to battery failure.
- iii. The Contractor will perform any enhancements or break/fix repairs needed to maintain all battery systems.

g. Power Distribution Unit (PDU)

- i. The Contractor will provide labor for the maintenance, addition, removal, relocation, and configuration, of PDUs.
- ii. The Contractor will perform any enhancements or break/fix repairs needed to maintain the PDU.

h. Remote Power Panel (RPP)

- i. The Contractor will provide labor for the addition of branch circuits, breakers, and building whips / receptacles. The Contractor will provide a comprehensive branch circuit monitoring plan and documentation for each branch circuit including demand, capacity, and location of equipment using each breaker. Coordinate with the Data Center Infrastructure Manager for installation and de-installation of computer equipment and assure that all branch circuit documentation is accurate.

- ii. The Contractor will perform any enhancements or break/fix repairs needed to maintain the RPP.
- i. Other Power Plant
 - i. The Contractor shall monitor, maintain, calibrate, and test the entire power plant system including generators, automatic transfer switches, switchgear, PDUs, UPSs and batteries.
 - ii. The Contractor will perform any enhancements or break/fix repairs needed to maintain the entire power plant system, including the lightening protection system (TSSC only).
- j. HVAC / CRAC
 - i. The Contractor will monitor, maintain, calibrate, and test the entire HVAC / CRAC systems (boiler settings, refrigerant usage, water treatment, heat exchangers cleaned, coils cleaned, filters, lubrication, cleaning, domestic water supply, belts, pressure, piping, glycol, end to end, etc.) as part of the calendar-based maintenance plan. At a minimum, the Contractor will be responsible for establishing and maintaining a calendar-based maintenance plan based upon the manufacturer suggested plan. A weekly test of the HVAC components will include water quality checks, air flow, air pressure, and fail-over. Results of all tests will include risk assessment and repair / remediation plans. All fail-over activities will be performed under close supervision with fully trained staff. All activities will be reviewed by the State prior to any work being performed.
 - ii. The Contractor will perform any enhancements or break/fix repairs needed to maintain the HVAC / CRAC.
- k. Computer Room HVAC Environment
 - i. The Contractor will ensure proper and consistent set points for computer room humidity setting, and temperature. Provide recommendations for system layout, design and aid the State in developing the proper cooling strategy for heat sensitive computer and disk storage systems.
 - ii. The Contractor will perform any enhancements or break/fix repairs needed to maintain the Computer Room HVAC Environment.
- l. Other Cooling Plant
 - i. In accordance with the original equipment manufacturer's recommended schedule and industry best practices, the Contractor will monitor, maintain, calibrate, and test the entire cooling plant system including chillers, pumps, dry coolers, boilers, coils, unit heaters, fans, cooling towers, air handling units, and Air Conditioning (A/C) units.
 - ii. Contractor will perform any enhancements or break/fix repairs needed to maintain the entire cooling plant system.
- m. Other Mechanical Systems
 - i. In accordance with the original equipment manufacturer's recommended schedule and industry best practices, the Contractor will monitor, maintain, calibrate, and test other building mechanical systems including but not limited to

loading dock equipment, door repairs, motorized security gates / controls and revolving security doors.

- ii. Contractor will perform any enhancements or break/repairs needed to maintain the other building mechanical systems.

n. Fire Alerting / Suppression

- i. The Contractor will monitor and maintain all fire suppression and monitoring systems including fire alarm (panels, piping, fire extinguishers, sprinklers, access control equipment and end to end, etc). They will also conduct a full flow test on the fire pumps as dictated by local and State codes. The Contractor will aid the State in developing an emergency evacuation plan. At a minimum, the Contractor will be responsible for establishing and maintaining a calendar-based maintenance plan based upon the manufacturer suggested plan. Results of all tests will include recommendations, risk assessment and repair / remediation plans. All activities will be reviewed by the State prior to any work being performed.
- ii. The Contractor will provide an emergency contact / call list. The Contractor will establish a comprehensive safety program including written SOPs for monitoring and reporting on fire alerting and suppression.
- iii. The Contractor will perform preventative maintenance on all fire alerting and suppression systems according to manufacturer's specifications as required, by Fire Marshal and State and Local codes.
- iv. The Contractor will perform any enhancements or break/repairs needed to maintain the fire alerting and suppression systems.

o. Low Voltage Equipment

- i. Maintenance of all low voltage equipment will be the responsibility of the on-site electricians, except for data jacks and phone systems. (State infrastructure and application servers, cable and fiber housed in the data centers are the responsibility of the State, and are not part of this Contract.)
- ii. The Contractor will perform any enhancements or break/fix repairs needed to maintain the Low Voltage Equipment.

p. Security Systems

- i. The Contractor will perform preventative maintenance on all security systems according to manufacturer's specifications as required, including but not limited to security cameras, iris scanners, card readers, servers, and associated software. The Contractor will not be responsible for physical security operations or policy.
- ii. The Contractor will perform any enhancements or break/repairs needed to maintain the security systems.

q. Safety

The Contractor will provide an emergency contact / call list. The Contractor will establish a comprehensive safety program including written SOPs for monitoring and reporting on severe weather, medical emergencies, evacuation policy and procedure, electrical safety, Emergency Power Off (EPO), fire drills, and general conditions.

r. Maintenance Manuals and Logs

The Contractor is required to develop and maintain a library of maintenance manuals for both facilities. A copy shall be furnished to the State and subject to approval by the State within ninety (90) days of Contract initiation. Maintenance library must be updated quarterly and shall reflect all maintenance operations.

s. Irrigation System at the TSSC

- i. The Contractor shall monitor, maintain, winterize, calibrate, and test the entire irrigation system including but not limited to, the valves, sprinklers, spray heads, nozzles, automatic switches, electronics, piping.
- ii. The Contractor will perform any enhancements or break/fix repairs needed to maintain the entire irrigation system. The irrigation system must perform optimally at all times and comply with all state and local codes.

A.13. Disaster Recovery Assistance

In the event of a disaster, the Contractor shall provide assistance to the State in the event either building is damaged to the extent that processing is interrupted. The assistance may include, but is not limited to, the following:

- a. Damage assessment from a mechanical, electrical, building envelope and/or structural aspect to be reported to the State;
- b. Provide clean up assistance as required; and,
- c. Repair or replace damaged components of the physical plant and/or environmental equipment as requested by the State.

A.14. Spare Parts

- a. The Contractor shall keep certain spare parts on site at both facilities for purposes of break/fix repairs. Inventory management of these parts will be the responsibility of the Contractor. The Contractor shall ensure that sufficient spare parts are readily available, such that the Contractor can comply with the State Key Performance Indicators (KPIs), as detailed in Contract Attachment C. Such parts shall remain the property of the Contractor until such time as they are installed at the State Data Center as a result of a repair.
- b. Assuming the parts expense is compensable, in accordance with Contract Section C.3.b.iii, upon installation, the Contractor may invoice the State for cost of the parts.
- c. Contractor will provide a recommended spare parts list for critical systems in each facility, within ninety (90) days of the Contract Start Date. The State will review this list and may make recommendations for additional parts that shall be added. In any event, the State will be the final arbiter of the parts that should be kept on site.
- d. The State shall also have the capacity to purchase, in accordance with the payment methodology in Contract Section C.3.b.ii, whatever spare parts the State wishes to maintain in its own inventory.
- e. At the time of Contract Transition between the Contractor and any subsequent vendor, the State shall have the right to buy the Contractor inventory of spare parts, or any portions thereof, and the pricing for such parts shall be as described in Contract Section C.3.b.ii.

A.15. Tools

Contractor is required to provide and maintain a complete tool set on-site at each facility. The Contractor must provide all tools required to perform the services including specialty tools or rental equipment (e.g., lifts, load bank, backhoe) that may be required to perform the services.

A.16. Equipment Repairs Not Cost Effective

If the State and Contractor are in mutual agreement that it is not cost effective to repair a piece of equipment, the Contractor will obtain three (3) bids and the equipment will be replaced at cost plus a percentage markup as described in Contract Section C.3.b.ii.(7).

A.17. Reporting Requirements

a. Maintenance Logs

The Contractor will keep all maintenance logs up-to-date and available for periodic management review. The Contractor will be required to input all maintenance schedules and activities into the Contractor's provided management system.

b. Monthly, Quarterly and Annual Reporting

The Contractor shall develop and provide facility metrics for all mechanical systems, electrical systems, reliability / availability, service schedules, system performance, systems availability, Mean Time Between Failure (MTBF), Mean Time Between Repair (MTBR), and outages and Contractor incident response times. The Contractor will develop KPIs, metrics, review procedures, schedules, measurements, and reporting programs to ensure all critical systems, alerts, and faults are being properly monitored and all systems are being adequately maintained. All reports must be completed using Microsoft Office programs. The Contractor shall schedule and present at a monthly management briefing to explain the monthly reporting required below. The monthly management briefing should include metric and KPI reports, along with appropriate action plans and any deficiencies should be noted. Monthly and ad hoc, along with annual cumulative reporting requirements for the Contractor are described as follows and must meet the approval of the State. The Contractor will provide to the State's Facility Administrators consolidated reports including but not limited to:

- i. Compliance Reporting (i.e. building codes, federal, state and local codes, electrical, fire and plumbing codes);
- ii. Branch circuit capacity reports;
- iii. Capacity report for all computer room breakers (PDU and RPP);
- iv. Keep up-to-date panel schedules in Excel;
- v. Air quality report (particulates and contaminants);
- vi. Power systems alerts, failures, performance issues, capacity issues (UPS, batteries, RPPs, PDUs, utilities, etc.). To include kilowatt-hours by month;
- vii. Generator run-time logs;
- viii. HVAC system reports including alerts, failures, performance issues, and capacity issues (Computer Room Air Conditioner) [CRAC/cooling units], chilled water loops, fans, and VAV);
- ix. Security systems reports to include equipment malfunctions, (involving perimeter / exterior / interior doors, fences and gates, cameras, badge readers and biometric readers);

- x. Gas emissions monitoring reports (battery room hydrogen, carbon monoxide, etc.);
- xi. Fire suppression system testing and maintenance reporting;
- xii. Report monthly on the status of the expenditures for the current Contract year; and,
- xiii. Safety report including incidents, program improvements, and recommendations.

A.18. Compliance Reporting

The Contractor will submit to the State's Facility Administrators an annual report, evaluated in relation to relevant industry standards, local codes / regulations, manufacturers' recommendations, and national standards (i.e. NEC, NFPA, IEEE, ISO, etc.). The Contractor will create, maintain, and keep up-to-date all compliance documentation required by local, state, and federal agencies such as Material Safety Data Sheets (MSDS) documentation.

A.19. Continuous Improvement Recommendations

Based on industry best practices and standards, the Contractor will make an annual presentation of continuous improvement recommendations to the State's Facility Administrators and Directors. The presentation shall include recommendations for improved processes, increased efficiencies, environmentally friendly initiatives, cost improvements, and suggestions for streamlining and optimizing the operations of each facility.

A.20. Other Building Maintenance

- a. Repairs – perform facility repairs such as painting, wall and ceiling repairs, etc.
- b. Exterminating –perform monthly pest and rodent control measures.
- c. Roof repairs as required.
- d. Plumbing maintenance and repairs as required in common areas such as break rooms and restrooms.
- e. Install, maintain, and replace signage as required by State's Facility Administrator.
- f. Monitor and maintain leak detection system in the raised floor area.
- g. Modify and repair cable tray systems.
- h. Once during each Contract year, the area under the raised floor will be cleaned and vacuumed. This will be scheduled and accomplished on a week day.
- i. Perform routine trash and debris pick-up and snow removal from the parking lots.
 - i. Snow / Ice Removal Services. Snowplowing /shoveling of all common area sidewalks, driveways, entrance roads, and parking areas.
 - (1) The Contractor shall snowplow all driveways, entrance roads, and parking areas. Plowing to be done after 1"- 4" (approx.) accumulation of snow as the result of snow or drifted snow.
 - (2) Ice removal of sidewalks, driveways, entrance roads, and parking areas. Ice removal to be done after all snow is removed. Apply calcium chloride on the sidewalk only after snow has been removed.
- j. Perform parking lot repair/maintenance such as sealing, relining, crack/pot hole repair, etc.
- k. Maintenance of benches, bike racks, picnic tables, exterior furniture, etc.

- l. Maintain the security fences and gates as required by State's Facility Administrator.
- m. Routine support activities – relocation of office furniture, marker boards, cork boards, filing cabinets, conference tables, etc.
- n. Maintenance and service of any physical door hinges, locks, pneumatics, dock levelers, and other building hardware.
 - i. The Contractor will perform any enhancements or break/fix repairs needed to maintain physical hardware described in Section A.20.n.
- o. Modify, repair, relocate and reconfigure furniture and cubicles as needed.

A.21. Facility Enhancement

a. Floor Tile Cutouts

The Contractor will be responsible for floor tile cutouts for grommets, and cable pathways as required. The Contractor will provide any tools required to accomplish this work.

b. Additional Enhancements

From time to time, additional minor enhancements will be necessary.

A.22. General Service Provisions

a. Work Orders

The Contractor will utilize a State-approved work order ticket system and will generate work order tickets for any services to be performed. Responsibilities also include the management of maintenance agreements with third party service providers to ensure regular planned maintenance. Each Facility Manager will report directly to the State Facility Administrator in charge of the assigned primary facility.

b. General Office Space

The State will provide work area, general office space and inventory storage space for three Contractor-provided personnel and janitorial staff in each of the two facilities. The office space will include desks and chairs, high speed connectivity to the Internet, local phone service and use of copiers and fax machines.

A.23. Staff Requirements. The Contractor will provide the following staff to perform the day-to-day services required by this Contract. See Contract Attachment E for detailed experience requirements for each of these roles.

- a. **Demonstrated Experience.** Individuals performing work in each facility must have demonstrated experience in the management and / or maintenance of a facility with the same level of complexity as Tennessee's data centers.
- b. **On-Site Facility Managers**
 - i. The Contractor shall provide two on-site Facility Managers, one for each of the two facilities. Each manager will be dedicated primarily to his assigned facility (minimum of 40 hours per week, at least 95% of the time, recognizing State holidays), but will also act as backup for the other Facility Manager during any absence of the primary manager. These Facility Managers will be responsible for all maintenance functions within these two facilities. They will serve as the primary liaison between the facility maintenance staff and the State facility

administrator. Specialty education and annual continuing education will be provided by the Contractor. At no time will there **not** be a Facility Manager available. If it is a recognized State holiday, the Facility Managers do not have to be on-site, but will still be on call 7x24x365 as required. This position is considered critical. The State requires 7x24x365 availability for critical staff.

ii. Facility Managers will be responsible for:

- (1) Overseeing Contractor staff for all services described in the Contract. "Contractor staff" will cover any staff provided by this Contractor, whether they work directly for the Prime Contractor or whether they are the Contractor's sub-contractors.
- (2) Acting as a single point of contact for all facility management related issues to include but not limited to; all contracts, all maintenance personnel, reporting, compliance, troubleshooting, repairs, emergencies, etc.
- (3) Administration of third-party service agreements for the facility infrastructure systems to include emergency generators, UPS and battery systems, RPPs, electrical switch gear, etc. to ensure the contracted services are being provided in a timely manner and in accordance with contract specifications. The Contractor cannot administer/oversee/direct agreements and/or contracts between the State and other vendors.
- (4) Maintaining operational logs and reports on facility operation and performance of maintenance routines.
- (5) Overseeing and directing their sub-contractors making repairs to or performing preventative maintenance on all electrical and mechanical building systems.
- (6) Administering all of their own contractors in such a way that will be transparent to the State.
- (7) Trouble shooting and diagnosing equipment failures and make provisions for necessary repairs.
- (8) Ensuring facility repairs such as painting, wall and ceiling repairs, carpet and flooring repairs, lamp replacement, plumbing repairs, minor electrical repairs, etc. is complete and all work is performed with high standards.
- (9) Responding to emergency situations such as fire, flood, power failure, storms, etc.; initiating remedial actions as necessary and keeping State management informed in accordance with established procedures.
- (10) Ensuring all areas of these facilities are clean, organized, and free of clutter.
- (11) Providing checklist for daily routine facility inspection.
- (12) Managing, supervising, and organizing any / all plant maintenance activity.
- (13) The safety of every maintenance and repair staff, contractor, and employee. Any safety training program required.

- (14) Preparing annual budgets which cover all maintenance and operational items which are included in this RFP.
- (15) Provide support for an annual audit and inspection of the facility.
- (16) Conduct documented on-going training of the mechanical and electrical systems.
- (17) Participate in State conducted tours of the facilities.

c. On-site Senior Journeyman Level Electricians

The Contractor shall provide two on-site Senior Journeyman Level Electricians, one for each of the two facilities. These electricians will monitor, diagnose, install, and repair all electrical infrastructure including but not limited to generator, batteries, UPS, static switches, RPPs, branch circuits, etc. These electricians will be dedicated to their assigned facilities (minimum of 40 hours per week, recognizing State holidays), but may be called upon to provide services to the alternate facility when required. Specialty education and annual continuing education will be provided by the Contractor. At no time will there **not** be a qualified Senior Journeyman Level electrician available. If it is a recognized State holiday, the Senior Journeyman Level Electricians do not have to be on-site, but will still be on call 7x24x365 as required. This position is considered critical. The State requires 7x24x365 availability for critical staff.

d. On-site Senior Journeyman Level Mechanical and HVAC Specialists

The Contractor shall provide two on-site Senior Journeyman Level Mechanical and HVAC Specialists, one for each of the two facilities. These specialists will monitor, diagnose and repair all HVAC and plumbing infrastructure including, but not limited to, cooling towers, chillers, boilers, pumps, piping, CRAC units, fire suppression systems, etc. These specialists will be dedicated exclusively to their assigned facilities (minimum of 40 hours per week, recognizing State holidays), but may be called upon to provide services to the alternate facility when required. Specialty education and annual continuing education will be provided by the Contractor. At no time will there **not** be a qualified Senior Journeyman Level Mechanical and HVAC Specialist available. If it is a recognized State holiday, the Senior Journeyman Level Mechanical and HVAC Specialists do not have to be on-site, but will still be on call 7x24x365 as required. This position is considered critical. The State requires 7x24x365 availability for critical staff.

e. Personnel Screening

- i. All permanently assigned personnel must submit to a background check and random periodic drug testing. The Contractor shall perform and pay for background checks and administer drug screening no less frequently than once per Contract year and no more than three times per Contract year. Results must be submitted to the State. The State, in its discretion, may refuse contractor personnel if the results of the background check reveal a criminal conviction that renders such persons unsuitable for the contract work assignment
- ii. Personnel assigned to projects requiring elevated and privileged access to criminal justice information systems (CJIS), or information accessed via CJIS, must submit to fingerprint based background checks administered through the Tennessee Bureau of Investigation (TBI). The State, in its discretion, may refuse contractor personnel who are not approved by TBI for access to CJIS. The Contractor will reimburse the State for the costs of testing through TBI. Completion of the TBI background check will constitute compliance with the background check requirement of paragraph e.i.

f. Response Times

Acceptable emergency response time is 20 minutes for call back and on-site and working the issue within 2 hours (7x24x365).

g. Recognized State Holidays

The State typically recognizes the following holidays:

- i. New Year's Day
- ii. Martin Luther King Day
- iii. Presidents Day
- iv. Good Friday
- v. Memorial Day
- vi. Independence Day
- vii. Labor Day
- viii. Veteran's Day
- ix. Thanksgiving Day
- x. Day After Thanksgiving (In lieu of Columbus Day)
- xi. Christmas Day

In addition, the Governor allows an additional two (2) days around Christmas OR one (1) day at Christmas and one (1) day at New Year's. The actual days are determined by the day of the week on which Christmas falls.

While the State does not anticipate any changes in the future, please be aware the holidays are at the discretion of the Governor and are subject to change.

A.24. Housekeeping. The Contractor must keep the building clean at all times, in accordance with the following provisions:

- a. Custodial Supplies. The Contractor will supply and maintain on site a sufficient inventory of custodial supplies including but not limited to: trash can liners, sand (for sand urns), hand towels, toilet tissue, air freshener and liquid soap for soap dispensers, furniture polish, disposable toilet seat covers;
- b. Cleaning Equipment. The Contractor will supply all cleaning equipment including but not limited to: vacuum cleaners, mops, brooms, squeegees, vacuum bags, glass cleaner, cleaning fluids, furniture wax, mop buckets, janitor carts and floor burnishes;
- c. Trash Removal. Trash is to be removed from inside the facility at least twice during each 24 hour period. Dumpster service will be provided by the Contractor. Trash will be removed from site as needed but no less than once per week;
- d. Office Areas and Common Areas. Day Shift Custodians will clean office areas and restrooms twice a day or as requested. Evening Shift Custodians will clean office areas each evening after 6:00 PM. Halls, restrooms, entrance areas, docks, conference rooms and other common areas will be cleaned each night. Windows cleaned, floors waxed, and deep cleaning will be done monthly. Restrooms sanitized daily. Doorknobs sanitized daily. Refrigerator will be washed out quarterly, microwave, and kitchen appliance will be kept clean at all times. Additional cleaning may periodically be required on an as needed basis;

- e. **Raised Floor Areas.** The Contractor will thoroughly vacuum and remove all contaminants, dust and debris using High Efficiency Particulate Air Filter (HEPA) filtered equipment from under the raised floor areas on an annual basis. Only trained personnel under close supervision should be employed in this effort, as to not cause disruption to any computer system. This cleaning will be performed on a week day. The raised floor surface will be dust mopped and damp mopped weekly. Water bucket will be kept in a hallway or maintenance gallery and will not be allowed on the raised floor;
- f. **Window Washing.** Perform interior and exterior window washing quarterly;
- g. **Floor Maintenance.** Vacuum/Mop all floor surfaces in non-raised floor areas on the Evening Shift after 6:00 PM daily. All hard surface, non-raised floors waxed and buffed monthly;
- h. See Contract Attachment F for additional details concerning janitorial duties that must be performed. The Contractor will recommend the shift(s) in which the duties designated in Contract Attachment F will be performed after the Contract Start Date. The State will review this list and may make recommendations for changes. In any event, the State will be the final arbiter with the regard of housekeeping duties; and,
- i. **Housekeeping Shift Hours.**
 - i. The Day Shift is defined as Monday through Friday, 8:00 a.m. – 5:00 p.m. excluding holidays.
 - ii. The Evening Shift is defined as Sunday through Saturday, 365 days a year, beginning at 6:00 p.m. Evening Shift Custodians must work as long as required to complete services defined above and in Contract Attachment F.

A.25. **Task Orders.** When the State requires break/fix repairs or other services that are not provided for within the Routine Maintenance column of Contract Attachment B, and the estimated Materials cost for the services will exceed the \$5,000 cap detailed in Contract Section C.3.b.iii, the State will provide the vendor with a Task Order for the service. All Task Orders shall specifically describe the services that are being requested, and all material changes to the services listed in a previously issued Task Order shall be set forth in a subsequent Task Order, and the subsequent Task Order must be issued in accordance with the process set forth in this Contract.

- a. The State Facility Administrator shall classify all Task Orders as either “Standard” or “Emergency.” An “Emergency” is defined as an event affecting either of the State’s Data Centers or their physical or mechanical infrastructures that if not promptly addressed would result in imminent: (1) further damage to the physical or mechanical infrastructures; or (2) danger to personnel, equipment, or IT resources associated with these infrastructures.
- b. For Standard Task Orders, the Contractor must, within five (5) business days of the receipt of the Task Order from the State, provide to the State an estimate of the total cost of the requested services and a timeline for completion of the services.
- c. For Emergency Task Orders, the Contractor must, within two (2) hours of the receipt of the Task Order from the State, provide to the State an estimate of the total cost of the requested services and a timeline for completion of the services.
- d. All Task Orders where the estimate of the cost of the requested services plus a ten percent (10%) contingency is equal to, or in excess of, One Hundred Thousand Dollars (\$100,000) (the “SBC Threshold”) are subject to State Building Commission (“SBC”) By-laws, Policy and Procedure, including compliance with specific bonding requirements, as described in Contract Section A.28.

A.26. After Hours Emergency Task Order Approval.

For Emergency Task Orders issued after normal State business hours where the estimate of the total project cost of the requested services plus a ten percent (10%) contingency exceeds the SBC Threshold, but is equal to or less than \$500,000, the Commissioner of Finance and Administration (F&A) or one (1) of the Constitutional Officers of the State, on behalf of the SBC, must provide written authorization of the Emergency Task Order prior to the Contractor beginning work. In the event the estimate of the total project cost of the requested services plus ten percent (10%) contingency exceeds \$500,000, then the Commissioner of Finance and Administration (F&A) and one (1) of the Constitutional Officers of the State, on behalf of the SBC, must provide written authorization of the Emergency Task Order prior to the Contractor beginning work. Written authorization of the Emergency Task Order may be conveyed via electronic means. The State Facility Administrator may authorize the Contractor to begin work immediately upon receiving the required written authorization. The Contractor, upon receiving authorization from the State Facility Administrator, shall immediately begin to perform the services described in the Emergency Task Order. The fact that an Emergency Task Order was issued after normal State business hours, together with a copy of the Emergency Task Order shall be reported to the Office of the State Architect and STREAM and with reasonable promptness, but no later than the close of business on the first business day immediately following the issuance of the Emergency Task Order.

A.27. Task Orders That Meet the SBC Threshold.

- a. Except for Emergency Task Orders issued after normal State business hours, prior to issuing any Task Orders for work with a total project cost including contingencies at or over the SBC Threshold, the State Facility Administrator shall first notify the Department of General Services, State of Tennessee Real Estate and Asset Management (STREAM) in writing and, with the assistance of STREAM, shall process approvals for the Task Order through the normal SBC approval and oversight process. No work associated with a Task Order shall commence until such time as the State Facility Administrator has provided the Contractor with written authorization to do so in accordance with the terms of this Contract and the SBC By-laws, Policy and Procedure. It is acknowledged that the normal SBC approval and oversight process contains a procedure for “emergencies” allowing for an expedited SBC approval process.
- b. Upon completion of the services described in a Task Order, including an Emergency Task Order, where the estimate of the cost of the requested services plus a ten percent (10%) contingency meet or exceed the SBC Threshold, the actual cost of providing the services shall be reported back to the Office of the State Architect.

A.28. Contract Bond Required for Task Orders Meeting SBC Threshold.

- a. In the event that the total cost of a task order equals or exceeds the SBC Threshold, the Contractor shall be required to provide a bond as described below:
- b. The Contractor shall provide a Contract Bond in an amount equal to one hundred percent (100%) of the Task Order.
 - i. The Bond, created by STREAM and sent to the Contractor, shall be executed on a Tennessee State Building Commission Standard Form, the current version of which appears as Contract Attachment D.
 - ii. The Bond shall then be submitted to the State within seven (7) calendar days from the Contractor’s receipt of the Task Order.
 - iii. Surety is the person or entity identified as such in a bond, and is referred to throughout the Contract Documents as if singular in number. The term “Surety” means the Surety or the Surety’s authorized representative.

- iv. A Surety Company issuing a bond shall be licensed to transact business in Tennessee by the Department of Commerce and Insurance. Bonds shall have certified, and current Power-of-Attorney attached for the Surety's Attorney-in-Fact.
- v. An Attorney-in-Fact who executes a bond on behalf of a Surety shall be licensed by the State of Tennessee as a Resident Agent, and shall affix license number to a bond. Alternatively, a countersignature by, and license number of, a licensed Resident Agent may be affixed to the bond in addition to the signature of the Attorney-in-Fact.
- vi. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

A.29. Contractor Licensure and Work Procedures

- a. Contractor Licensure. The Contractor is responsible for all licenses, certifications, permits, etc. required for completion of the work as required by this Contract. The Contractor must maintain appropriate Tennessee Contractor license(s) throughout the term of the Contract.
 - i. Tennessee Contractor license(s) will be required. The Contractor shall have an "Unlimited" minimum License Limit amount and a License Classification of "Building Construction - Commercial" (BC-B or BC).
 - ii. This classification is described in Rules of Tennessee Board of Licensing Contractors, Rule 0680-1-.16.

The Contractor shall notify the State of any changes in licensure that occur during the term of the Contract.

- b. Work Procedures. The Contractor must replace or restore (at least to the original condition) any damage to floor, ceiling, walls, furniture, landscape, etc. caused by its personnel and/or operations, at the Contractor's expense.
 - i. During site installation/construction, the Contractor must maintain a clean and safe working environment for not only Contractor staff, but also State workers and the public.
 - (1) The Contractor must minimize disruptions to the State work force as much as possible.
 - (2) The Contractor must leave all work areas secured, safe, and clean after stopping for the day.
 - ii. The Contractor must use the State's (or the requesting entity's) work order system to receive and update work orders. All work order direction MUST be in written form (electronic or paper), with the exception of stop work orders, which may be given verbally (followed by written notification). All work orders must be completed on time as defined by the 'due date' on the work order issued by the State.

A.30. Lawn Care Services.

- a. This Contract includes all lawn care services. The current scope for lawn care services includes TSSC (Tennessee South Service Center) and does not include the CCSC (Capitol Complex Service Center.) See Contract Attachments I and J. The State reserves the right to add at any time the CCSC property to this provision. All services must be available for both facilities at the State's request. Services include trash, litter pick-up and removal from the parking lot(s), sidewalks, courtyard(s), and grassed areas prior to mowing. All grassed areas mowed. Grass trimmed, edged and weed eating of borders and edges. Concrete areas and parking lots shall be blown or swept to remove grass trimming after mowing and trimming. Trim and prune trees, shrubbery, and bushes; remove leaves around the buildings and on the lawns to maintain a neat, uniform appearance. The cost and availability of all equipment, parts, and supplies associated with performing the services described herein will be included in the Monthly Lawn Care Fee (see Section C.3.b.iv), except as described in the asterisked note at the end of Contract Attachment B.
- b. The State can request any additional lawn care services for either property at an hourly rate. The hourly rates shall include any all equipment, fuel, and labor required to perform services.
- c. Lawn cutting shall include:
 - i. Mowing, trimming all lawn areas at a minimum height of 2-1/2" on a weekly basis as needed;
 - ii. Remove all clippings after each cutting; and,
 - iii. Mowers shall be of a type which causes clippings to be distributed evenly over the cut area. If the type of mower causes the cut grass to windrow, the windrowed grass shall be removed and hauled away. The Contractor shall be responsible for removing grass clippings from sidewalks, parking areas, planted areas, barked or mulched areas, and other areas that are not part of the grass being mowed. State dumpsters and land shall not be used for disposal of grass clippings or other landscape wastes and debris.
- d. Trimming / Weed-eating shall include:
 - i. Edging shall include along all sidewalks, curbs and drives on a monthly basis;
 - ii. Trimming around all trees, rocks, beds, and buildings on a weekly basis; and,
 - iii. Contractor shall be responsible at every mowing for trimming around trees, sign posts, near buildings, in curbs and gutters, around all dumpsters and dumpster area, and any other part of the lawn area where the lawn mowers may not be able to reach during mowing. Trimmed areas shall be at the same level as the mowing level of the lawn. Care will be taken to avoid damaging trees, shrubs, buildings, and objects. Remove any / all trimmings and clean-up after each trimming.
- e. Mulch shall consist of:
 - i. Hardwood Dark Brown mulch that matches existing mulch shall be used in all court islands and around common area trees as defined in this Contract.
- f. Spring Cleanup shall consist of:
 - i. Removal of all leaves, debris from plant beds and lawn in common areas;

- ii. Re-mulching of landscape beds and around trees noted in the common areas. Mulch will be approximately 1" - 2" in depth and spread evenly from base of tree trunk approximately 2'6"; and,
 - iii. These services will be scheduled to be performed between April 1st and April 15th.
- g. Fall Cleanup shall include:
 - i. This service consists of a cleanup of all leaves from beds, under shrubs, lawn areas, removal of annuals and trimming down all flowering perennials twice in the fall. The cleanup will begin no later than Oct 30th and be completed by December 30th.
- h. Bed Maintenance shall consist of:
 - i. De-weed, removal of grass and debris from all plant beds (including rock areas, around fences, driveways, and sidewalks) on a bi-weekly basis. Weeds / grass shall also be removed from concrete to asphalt interfaces along common areas and courts; and,
 - ii. Any chemicals used are included as part of this service. Any plants determined to be damaged by use of chemicals will be replaced by the Contractor at the Contractor's expense.
- i. Shrub and Tree Trimming shall consist of:
 - i. Trim and shape all shrubs in the common areas only, trimming all trees up to 8' in height;
 - ii. Trimming all dead foliage, or limbs that will alter the primary shape of the tree;
 - iii. Shrub trimming should not be done during excessively hot weather or during a drought; and,
 - iv. These services shall be performed on or about the week of May 15th and September 15th.
- j. Fertilizing shall consist of:
 - i. This service will consist of two (2) applications: (1) spring weed & feed; and (2) early fall weed & feed; and,
 - ii. Fertilization and Weed Control: Spring application of pre-emergence weed control along with fertilizer / lime based on soil test recommendations. Late summer spot spray of broadleaf herbicides as needed with over seeding to fill in bare spots.
- k. Additional Lawn Care Services:
 - i. Spring Aeration of common areas (once per year);
 - ii. Over-seeding any / all areas as required; and,
 - iii. Replacement of annuals during the appropriate planting season.

- I. At the State's request, the Contractor shall perform enhancements, break/fix repairs to infrastructure such as the irrigation system, or the replacement of plants lost through no fault of the Contractor.

A.31. Security Services.

a. Baseline Staffing and Ad Hoc Modifications

- i. The Contractor shall provide security services to the State at both the CCSC and TSSC. These services shall consist of no less than two security guards (Security Supervisors, Security Officers, or Senior Security Officers [collectively "security personnel"]) at each site, posted around the clock, 7x24x365 [seven (7) days a week, twenty-four (24) hours a day, three hundred sixty-five (365) days a year]. The main desk must be covered at all times. The Contractor shall determine the length of each guard's shift to accomplish the 7x24x365 coverage, subject to the shift-length restrictions described herein. See Contract Section A.31.n. for further details regarding shift requirements.
- ii. The Contractor shall also provide a third security guard, at both the CCSC and TSSC, to man the loading dock area, Monday through Friday, 7 am until 6 pm, excluding State holidays. The loading dock must be covered at all times during the 7 am until 6 pm shift hours. This guard would normally be a Security Officer, but may be a Senior Security Officer, or Security Supervisor, if needed to cover for unanticipated absences.
- iii. The security services described herein may be modified at the State's discretion as new posts are created and/or old posts are deleted, as circumstances warrant. Additionally, the Contractor will provide additional security personnel in response to *ad hoc* security needs for special events or unforeseen requirements within twenty-four (24) hours of notice by the State. In the event that the State makes any such temporary or permanent modifications, the following provisions shall apply:
 - (1) If the modification results in an increase in the number of security guards/hours required, the State shall compensate the Contractor for the additional labor at the rates given in Contract Section C.3.b.ii. Any incidentals, such as uniforms, supplies, and equipment, required by the additional staff shall be at the Contractor's expense.
 - (2) If the modification results in a decrease in the number of security guards/hours, the Contractor shall provide a pro-rated reduction in the Monthly Security Services Fee, as detailed Contract Section C.3.b.v, in an amount which shall be derived from the hourly rates given in Section C.3.b.ii.
- iv. Security services will be managed by the State Office for Information Resources (OIR).

b. For purposes of this Contract, security shall include, but not be limited to, the following:

- i. Providing surveillance and control of ingress and egress to the specified buildings, grounds and parking areas;
- ii. Visually checking employee badges upon entry;
- iii. Directing non-badged individuals to sign in and verifying visitor signature and identity;

- iv. Investigating criminal acts, incidents and accidents committed or occurring on State Property;
- v. Providing communication, cooperation, and assistance to law enforcement and investigating authorities having Federal, State and local jurisdiction, e.g., local Fire Department, Police Department, Sheriff's Department, Tennessee Highway Patrol, Tennessee Bureau of Investigation, and the Federal Bureau of Investigation;
- vi. Monitoring of building fire and life safety features including orderly control of evacuations, drills and other exercises that instruct tenants and visitors about building safety;
- vii. Identifying and reporting to the appropriate Facility Administrator all existing or potential hazards, etc. A list of current Facility Administrators will be furnished at Contract Start Date; and,
- viii. Monitor air temperature controls alerts, electrical power alarms, and page appropriate service personnel.

Services that are to be performed by all security personnel may include, but are not limited to, the following:

- ix. Observing parking lot and building conditions;
- x. Offering special attention to proper vehicle parking and presence of parking stickers/insignia;
- xi. Checking employee name badges and requiring all visitors sign in/out when entering/leaving buildings;
- xii. Detaining all visitors/contractors in lobby areas during non-business hours until such time as a State employee escorts them to their destination inside the building and back to the lobby for the purpose of signing in/out;
- xiii. Providing directions/information/assistance as to location within the buildings and any other additional activities that will support security and harmony for State employees or visitors while on State property; and,
- xiv. Performing security related tasks as directed by the Facility Manager and/or Administrator.

c. **Parking Lot Security**

- i. Security personnel will be responsible for patrolling the adjacent parking lots located at the north and south sides of the CCSC, as well as all parking areas for the TSSC. Security personnel are to be observant of any area that could affect safety of employees or visitors and shall report the same observance immediately to the Facility Administrator. Additionally, security personnel will issue written warning tickets for vehicles being parked in areas designated as no parking areas, unauthorized vehicles in State parking lots, State parking permits not visible, State parking permits invalid, or vehicles illegally parked in reserved parking spaces. Parking lot posts may be added or deleted at the State's discretion, subject to the compensation provisions stated above in Section A.31.a.
- ii. **Patrol Schedule**

(1) CCSC

Beginning at 8:00 am, a security officer patrols the perimeter of the building once each hour until 6:00 pm. The perimeter patrol includes a pass through the parking lot to the north and the parking lot to the south of the CCSC facility. Security officers continue to monitor the perimeter of the building via security cameras during overnight hours between 6:00 pm and 8:00 am.

(2) TSSC

Beginning at 8:00 am, a security officer patrols the perimeter of the building once each hour until 6:00 pm. The perimeter patrol includes a security check of the gate to the secondary access road, a pass through the facility parking lot, a pass by the loading dock, and a security check of the front gate. Security officers continue to monitor the perimeter of the building via security cameras during overnight hours between 6:00 pm and 8:00 am.

d. Emergency Plans

The Contractor shall, within thirty (30) days of final approval of the Contract, develop and implement an emergency evacuation plan and security plan for both buildings. The Contractor shall coordinate with each Facility Manager and with each State Facility Administrator to review all disaster response plans for the facilities. This will include all plans for evacuation and other responses to fire, civil disobedience, bomb threats, acts of God and/or other emergencies. One (1) copy of the plans shall be maintained in a binder at each guard post; one (1) copy shall be provided to the Facility Manager for each facility. These procedures will be written and indexed in the State's provided SOP (Standard Operating Procedure) format and maintained in Microsoft Word.

e. Security Personnel Requirements

Security personnel assigned to this contract are required to meet the prerequisite qualifications listed in Attachment E of this contract.

i. Physical Exam

Security personnel assigned to this contract are required to pass a physical examination by a licensed physician, annually. The examination will include drug and alcohol testing. All completed physicals are to be submitted to the Data Center Director within ninety (90) days of Contract Start Date, and annually on the anniversary of the Contract Start Date. The Contractor will have ninety (90) days to submit the Physical documentation for all newly hired guard personnel who become employees under this contract. All costs for the initial and subsequent annual physical examinations will be the responsibility of the Contractor.

ii. Physical Fitness Test

Additionally, all security personnel must pass a Physical Fitness Test (PFT). The test will be administered before security personnel are qualified to be assigned to this Contract's scope of work and annually thereafter. The test will be conducted by the Contractor and written verification provided to the State upon successful completion. If security personnel fail the physical or physical fitness test in subsequent years, he/she will be required to be retested within 60 days after the date of the failed test. If security personnel fail either test for the second time,

the security personnel will be removed from assignment from this contract until such time as the personnel can successfully pass the physical and physical fitness test. The physical fitness testing standard will require that any potential security personnel be capable of walking or running a distance of 1 mile in ten (10) minutes or less. Potential security personnel must also be capable of ascending six (6) floors of stairs in five (5) minutes or less. The State reserves the right to administer the PFT to security personnel, if it is deemed necessary to verify results.

iii. Professionalism

All Contractor employees assigned to work in State facilities are expected to be accountable, responsible and able to meet unexpected situations in a calm, competent and professional manner. All security personnel assigned by the Contractor shall be presented to the Facility Administrator or a designated representative of the Facility Administrator's office prior to being assigned to any post. The purpose of this presentation is to allow the State an opportunity to concur with the assignment of any person that the Contractor may present. When arriving for such presentation, the security personnel candidate shall be in uniform identical to that which shall be worn during regular shift assignments.

iv. Security Personnel Licensing

All security personnel identified by the Contractor to perform under this contract shall possess at the time of contract performance, all personal licenses, permits, ratings, certifications, accreditations, and other personal credentials required by law, regulation, ordinance, or contract specification prior to starting work at any State facility, grounds, or parking lot. No security personnel shall be assigned to a post if he/she is under a pending license application.

v. Background Checks

The Contractor is responsible for insuring that background checks are completed, at no cost to the State, on all Contractor employees performing security duties under this contract. The Contractor screenings will include, as a minimum, a Tennessee Bureau of Investigation criminal background check, National Crime Information Center background check, a valid Tennessee State driver's license review, written verification of previous two (2) year's of employment, and written verification of at least three (3) references. The cost of any additional background inquiries will also be borne by the Contractor. Contractor shall ensure that no security personnel employed shall have been convicted of a felony. Any security personnel determined to have been convicted of a felony shall not be allowed to serve on a post.

f. Regulatory Requirements for Security Guards

The Contractor shall comply with all applicable requirements of the Private Protective Services Licensing and Regulatory Act, Tennessee Code Annotated Title 62, Chapter 35, Section 101 et seq. "the Act".] Contractor shall be properly licensed under the Act to provide security guards and shall provide licensure information including license number and expiration date. Contractor shall provide security guards that are properly registered under the Act and will provide copies of valid registration cards issued by the Department of Commerce and Insurance. If Contractor claims that it is exempt from the licensure requirements of the Act, or that any security guard it provides is exempt from the registration provisions of the Act, it will provide a written statement describing the factual basis of this exemption and a reference to the part of the Act authorizing the exemption.

g. Security Employee Probation

The Contractor shall assign employees to the State's premises with the understanding that for the first ninety (90) calendar days that assignment is considered probationary. During this probationary period the State may at its own discretion, require the Contractor's employee be removed from the Contract. On completion of the probationary period, the State will request removal of a Contractor employee on a cause basis only.

h. Policies and Procedures

The Contractor shall train security personnel, within two (2) weeks of Contract Start Date. The Contractor will create, develop, and maintain an SOP manual (Standard Operating Procedure) for all security policies and procedure. All policies and procedures will be approved by OIR. Using this documentation as a basis for security policies and procedures, the Contractor shall post orders, and individual job duties for an efficient and effective security program for specified buildings, grounds and parking lots. The manual shall include methods of control and specified duties for the various shifts.

i. Training

The Contractor shall ensure that security personnel are trained in all categories of the four (4) security disciplines: Prevention/Protection; Enforcement; Emergency Procedures; Special Equipment. Additionally, during the probationary period of any individual, the Contractor shall provide on-the-job training as follows or as specifically appropriate to the type of services to be delivered. On-the-job training, as interpreted herein, is only conducted under the direct supervision of qualified security personnel (approved by the State) who has by practice and experience, a working knowledge of all of the State's procedures, and practices appropriate to the life, safety and security matters of the site.

All replacement security personnel shall meet the same training requirements, and the Contractor shall be responsible to train new and replacement employees in the areas required. The Contractor shall have thirty (30) days to complete this training after hiring of replacement personnel, and must notify the Facility Manager's Office or his/her representative in writing when training is completed.

Each guard will be required to attend, and satisfactorily complete, the training curriculum. The Contractor shall provide written evidence of the completion of such training, detailing the instruction matter covered and instruction periods in each specific area. The Contractor shall be responsible for coordinating this instruction with Security Supervisors to assure the required protection level is maintained at all times.

At a minimum, the training curricula shall consist of the following:

i. Prevention/Protection

Patrol requirements;

Communication system use and procedures;

Use of vehicles;

Hazard identification: initial action and reporting; Identification systems;

Package screening procedures;

Traffic, Parking Control and Enforcement;

Receiving dock operations and procedures;

Response to fire and intrusion alarms and reports;

Responsibilities of individual posts for timely intervention response to alarms and emergency situations;

Specific escort requirements;
Power and air conditioning alerts; and,
Appearance, bearing, and demeanor.

ii. Enforcement

Techniques of handling confrontations with State employees, visitors and contractors;

Techniques of handling normal business contacts with State employees, senior level executives, visitors, special guests and contractors;

Specific post instructions;

Enforcement responsibilities of State's procedures and regulations;

Review of criminal law procedures regarding potential site confrontations;

Documentation of and preservation of evidence;

Limitations on search and seizure; and,

Proper report writing.

iii. Emergency Procedures

Basic first aid practices;

Evacuation practices;

Bomb search practices; and,

Power failure practices.

iv. Special Equipment

Operation of radio communications systems;

Operation of Closed Circuit Television systems; and,

Operation of computerized alarm and access control systems.

j. Facility Orientation

Within thirty (30) days of the Contract Start Date, the Contractor will coordinate with the appropriate Facility Manager to conduct orientation training sessions for all security personnel assigned to each building. Such orientation shall be at times determined by mutual agreement, but in no case will security personnel assume the duty in a facility for which he or she has not received the orientation training. It is requested by the State that all security personnel be trained so as to have an understanding of the building emergency plan, be capable of understanding messages from the building emergency alarm system, know how to set the alarm system, know proper procedures in the event of a building emergency, to have read and understand the overall security plan as developed and submitted by the Contractor, know procedures to notify State personnel after hours of any incident considered by the Contractor to be an emergency, monitor and record building equipment readings, etc. (i.e. be capable of summoning assistance from Contractor supervisor, according to predetermined plan if need arises). The Contractor will maintain complete written records of the training provided all security personnel, and will make these records available to the State for verification upon request.

Note - until security personnel have been trained in accordance with security Contractor's training plan, such personnel may not be assigned to a post. Cost of all training is to be borne by the Contractor.

These orientation sessions will be mandatory and will be held at no cost to the State. After orientations have been held for the Contractor's initial assigned staff, any new security personnel assigned to a facility shall be required to work a full shift with an experienced guard prior to assuming the post alone. The orientation shift will be at no cost to the State.

k. Post Orders

The Contractor shall review and update as appropriate within thirty (30) days of Contract Start Date, the existing Post Orders for each post in each facility. Post Orders shall include methods of control of ingress and egress; systems operations requirements; appropriate uniform wear; key telephone contact numbers; and other specified duties for the various shifts. Post Orders for newly established posts shall be developed and written within thirty (30) days of creation of the post. All Post Orders shall be submitted to the State Facility Administrator for review and approval. One (1) copy of the Post Orders shall be kept in a binder at each post at all times; one (1) copy of all the Post Orders pertaining to all the posts within a facility shall be maintained and available to the Security Supervisor at all times; one (1) copy of each of the Post Orders for a facility shall be provided to the Facility Manager. All Post Orders shall be reviewed and updated annually or more often if there are significant changes to a post's procedures.

l. Uniforms

The Contractor shall furnish all appropriate uniforms, supplies and equipment necessary to perform the services required by this Contract (i.e., two-way radio equipment, security vehicles, identification tags, forms, registers, etc.). Security personnel uniforms shall present a professional appearance. Appropriate company and position identification shall be plainly visible on all garments. All uniforms shall be consistent in color, design and appearance throughout all State facilities serviced under this Contract. The only acceptable footwear will be polished black shoes. Security personnel will remain in complete uniform at all times when on duty unless specifically authorized otherwise by the Facility Administrator. Alternate uniforms for special circumstances will be approved on a case by case basis by the Facility Administrator.

m. Security Equipment

The Contractor shall provide radio equipment as necessary to accomplish the security functions at each of the various facilities, grounds, and parking lots. The Contractor shall maintain a sufficient number of extra compatible communication devices, batteries, chargers and other accessories to insure instant replacement for non-working units and to allow for immediate response to temporary *ad hoc* security requirements. All security personnel on duty shall be equipped with a compatible communication device with a common authorized frequency. In addition, three (3) other identical devices are to be supplied for use by the Facility Manager so as to monitor security procedures, and respond immediately to security questions at their respective buildings.

All equipment provided by the Contractor is to be maintained by the Contractor and the Contractor shall have sole responsibility for the same. All such equipment shall be in good working order, and may be tested by the State to assure compliance. Equipment used on State property, may be stored on State property when not in use (i.e. overnight/weekends), if approved by the Facility Manager, and shall be at a location determined by the Facility Manager. The State is not responsible for the Contractor's equipment stored at State facilities. The transport of said equipment to the designated location is the responsibility of the Contractor.

n. Shifts

The Contractor shall provide security personnel to manage a Contractor-specified number of shifts as designated for the performance of this Contract. The relating/receiving information to contract Contractor's office, preparation of attendance reports, payroll, and distribution of employment applications or the performance of other activities relating to the management or personnel administration of contract Security Company's business shall not be performed on State property. In the event any and or all post(s) are left unmanned due to absenteeism, sickness, accidents, etc., the Contractor is to have a maximum of sixty (60) minutes to provide qualified replacement guard(s) for all unmanned post(s). The Contractor shall provide a Security Supervisor on-site at each of the CCSC and TSSC sites Monday through Friday from 8 am until 5 pm. The Security Supervisor shall be available to respond to requests by the State Facility Administrator, the Data Center Director, or contract security employees to make unexpected visits to facilities covered by this contract agreement, for the purpose of filling vacant posts, resolving personnel matters, and other related situations in a professional manner. A Security Supervisor shall be available 7x24x365, and shall be able to arrive at any facility covered by this Contract within one (1) hour of being summoned. The normal or routine schedule is to be determined by the State Facility Administrator.

No security personnel assigned under this Contract shall perform duties in excess of eight (8) continuous hours without a minimum of twelve (12) hours off-duty rest time. Post shift hours may be extended, however, they will not exceed twelve (12) continuous hours without a minimum of fourteen (14) hours off-duty time. In time of emergency (e.g., natural disaster, terrorist attack, prolonged severe weather, etc.) and with the prior approval of State Facility Administrator, this provision may be waived for the duration of the emergency. Only the State Facility Administrator can authorize any changes to the aforementioned schedule of work hours.

o. Sign in/Sign out Registers

The Contractor will maintain appropriate Sign In/Sign Out registers for their personnel, State employees and visitors/vendors. Such registers will be located and controlled at each post responsible for monitoring ingress/egress at each specified building. The registers will be filed daily with the Facility Manager. The Sign in/Sign out registers for security personnel will be checked by the Facility Manager and will become the State's basic documentation for confirmation of contractual obligations. The Contractor will also monitor and control parking area access as appropriate to assure security for State employees and visitors. The Contractor will also lock and unlock various doors in facilities at times designated by the State.

p. Reporting

All security personnel shall log and report all unusual events during their shift. Security personnel are expected to take adequate measures based on Contractor's established and approved policies and procedures to protect the State's employees, visitors and properties and provide assistance in the event of any emergency situation. All round's reports, event reports, accident reports, and observations will include details and time stamps.

q. Supervisor Duties

- i. Upon arrival for duty, read all shift logs from the preceding shift or shifts, and record any incident requiring investigation/scrutiny. This should be done as soon as possible after arrival.
- ii. Relate to State employees in a positive and courteous manner when questions are asked and cooperate with the contract services and Facility Administrators to resolve issues and obtain instructions and answers to questions as necessary.

- iii. Monitor security personnel to insure that only State business is being conducted while they are on duty. Officers shall not conduct personal business or vendor business that does not relate to the State Contract. The State will not pay for any costs that may be a result of Contractor personnel conducting other than State business.
- iv. Attend an informal staff meeting, with the Facility Administrator, Data Center Director, and the Custodial Supervisor, in the Facility Administrator's office to discuss and exchange information relating to the facilities. Staff meetings shall occur, upon Contract Start Date, and quarterly thereafter, unless otherwise needed.
- v. Fill any vacant posts either with substitute personnel or by the supervisor. Note – excluding breaks or meals, in the case of a posting modification requiring additional security personnel/hours when the Security Supervisor fills a post not to exceed a maximum of two (2) hours per shift unless approved by the Facility Administrator, the hourly rate for Security Officers will be charged and paid, and not the Senior Security Officer or Security Supervisor rates, if the rates are different. The Security Supervisor's normal or routine schedule is to be determined by the Facility Administrator.
- vi. Assist all security personnel in the performance of their duties.
- vii. Carry a cell phone at all times, and respond to any calls within one (1) hour maximum.
- viii. Submit all forms utilized by the Contractor relating to State business to the Facility Administrator's office daily and forms are to be separated/designated by date and incident.
- r. State Requirements
 - i. The State may require the Contractor to exclude from work such employees as it deems incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose continued employment in security is determined to be contrary to the public interest or inconsistent with the best interest of the State. This shall include, but not be limited to, the following:
 - (1) Falsifying documents;
 - (2) Infrequent patrolling procedures;
 - (3) Loss, destruction, or irresponsible use of State equipment, or keys entrusted to its charge; and,
 - (4) Unsatisfactory performance.

Employees dismissed for cause or other reasons deemed necessary by the State, shall not be allowed to return, at a future date, to any posting at any facility covered by this Contract.
 - ii. The State specifically reserves the right to approve or disapprove any person being assigned to a post, prior to assignment to any State post (new employees), and furthermore may withdraw approval which was previously granted based on actions of security personnel or upon learning of information about said personnel that was not known prior to the personnel being assigned, and employment of the personnel in a State building would not be in the best interest of the State.

- iii. Security stations (e.g., desks, chairs, telephones, etc.) shall be provided and designated by the State to be occupied by the Contractor's employees.
- iv. The State is not responsible for the safekeeping and condition of stored equipment and will not be held responsible or liable for damage, theft, vandalism to said equipment while stored on State property.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning January 26, 2015, and ending on January 25, 2020. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)**. The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:
 - i. Routine Maintenance Items.
 - (1) Routine Maintenance Items are products and services with usage patterns that can be predicted with reasonable accuracy in advance of their need. Examples include, but are not limited to, cleaning and janitorial supplies; normal wear items such as air filters, light bulbs, and ballasts; and any other supplies or services having recommended replacement schedules described in equipment maintenance/service manuals. The Contractor shall perform routine maintenance in accordance with the original equipment manufacturers' specifications and industry-standard best practices.

- (2) Work associated with Routine Maintenance Items shall be performed by Contractor staff already on-site at the State Data Centers, during normal working hours, and the Contractor shall not invoice the State separately for these labor hours. This shall include work performed by the On-Site Facility Managers, On-Site Senior Electricians, and On-Site Senior Mechanical and HVAC Specialists, as detailed in Contract Section A.23.
- (3) The State shall compensate the Contractor for Routine Maintenance Items through a monthly maintenance fee, which shall be invoiced at the end of the month during which the maintenance services were provided. In return for the monthly maintenance fee, the Contractor shall provide to the State all of the products/services indicated in the "Routine Maint." Column in Contract Attachment B, for both data center locations.

Service Description	Amount (per compensable increment)				
	Year 1 (01/26/15 – 01/25/16)	Year 2 (01/26/16 – 01/25/17)	Year 3 (01/26/17 – 01/25/18)	Year 4 (01/26/18 – 01/25/19)	Year 5 (01/26/19 – 01/25/20)
Monthly Maintenance Fee	\$0.00 / MONTH	\$0.00 / MONTH	\$0.00 / MONTH	\$0.00 / MONTH	\$0.00 / MONTH

ii. Standard Time and Materials (T&M) Items.

- (1) Standard T&M items are labor or parts/supplies ("Materials") for which the State will compensate the Contractor. Examples include, but are not limited to: labor hours outside of normal State work hours or hours worked by specialized personnel (in addition to normal on-site Contractor staff); diesel fuel; and parts/supplies required for enhancements or break/fix repairs. Note that consumables, such as toilet paper, soap, and cleaning products are not considered "Materials."
- (2) Whenever appropriate and possible, work shall be performed by Contractor staff already on-site at the State Data Center, during normal working hours, and the Contractor shall not invoice the State separately for these labor hours.
- (3) If a given repair event cannot be performed by Contractor staff already on-site at the State Data Center, or cannot be performed during normal State work hours, then the Contractor shall obtain written approval from the State prior to beginning the work. In this case, the Contractor will submit a written request to the State that describes the personnel required and the maximum number of hours the Contractor anticipates for the repair. The Contractor may work this number of hours; however, the Contractor must request an additional written approval from the State for any hours over this amount. The State will compensate the Contractor for such hours at the Reimbursable Hourly Rates listed below. The same rates apply regardless of whether hours are normal working hours or overtime hours.
- (4) The State may require the Contractor to provide written documentation to substantiate parts/supplies and labor expenses.
- (5) In the event that the State wishes to purchase spare parts/supplies from inventories remaining at the end of the contract, the Contractor shall base its price to the State on the original purchase price for the

parts/supplies in question, and not on the price current at the time of the State's purchase.

REIMBURSABLE HOURLY RATES

Service Description	Amount (per compensable increment)				
	Year 1 (01/26/15 – 01/25/16)	Year 2 (01/26/16 – 01/25/17)	Year 3 (01/26/17 – 01/25/18)	Year 4 (01/26/18 – 01/25/19)	Year 5 (01/26/19 – 01/25/20)
Facility Manager	\$0.00 per hour	\$ 0.00 per hour	\$ 0.00 per hour	\$ 0.00 per hour	\$ 0.00 per hour
Architect	\$0.00 per hour	\$ 0.00 per hour	\$ 0.00 per hour	\$ 0.00 per hour	\$ 0.00 per hour
Mechanical Engineer	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour
Electrical Engineer	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour
Licensed Electrician	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour
Senior Journeyman Level Electrician	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour
Senior Journeyman Level Mechanical and HVAC Specialist	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour
Plumber	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour
Senior Level Plumber	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour
Project Manager	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour
Unskilled Labor	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour
General Skilled Labor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Service Description	Amount (per compensable increment)				
	Year 1 (01/26/15 – 01/25/16)	Year 2 (01/26/16 – 01/25/17)	Year 3 (01/26/17 – 01/25/18)	Year 4 (01/26/18 – 01/25/19)	Year 5 (01/26/19 – 01/25/20)
	per hour	per hour	per hour	per hour	per hour
Custodian	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour
Lawn Care Supervisor	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour
Lawn Care Specialist	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour
Security Officer	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour
Senior Security Officer	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour
Security Supervisor	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour	\$0.00 per hour

- (6) The Contractor shall not be compensated for travel time to the primary location of service provision.
- (7) Parts/Supplies and Diesel Fuel expenses are invoiced to the State at the price the Contractor paid for the items in question, plus a mark-up amount at the percentage stated below.

Service Description	Amount (per compensable increment)				
	Year 1 (01/26/15 – 01/25/16)	Year 2 (01/26/16 – 01/25/17)	Year 3 (01/26/17 – 01/25/18)	Year 4 (01/26/18 – 01/25/19)	Year 5 (01/26/19 – 01/25/20)
Parts/Supplies Mark-Up Percentage	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %
Diesel Fuel Mark-Up Percentage	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %

- iii. Cost-Capped Materials. Cost-Capped Materials are part/supplies required for enhancements or break-fix repairs, with usage patterns that cannot be predicted with reasonable accuracy in advance of their need. Note that consumables, such as toilet paper, soap, and cleaning products are not considered “Materials.”

- (1) Compensable Cost-Capped Materials. The State will compensate the Contractor for parts/supplies associated with enhancements or break/fix repairs, including, but not limited to, incidental components such as electrical outlets, wire, switches, as well as repair components such as compressors, bearings, heaters, fan motors, if the respective expenses meet either of the following criteria:

- (a) Parts/supplies expenses that exceed \$5,000 for any one repair event (the State will pay the full amount, not just the amount in excess of \$5,000);
- (b) Parts/supplies expenses in excess of the Materials Out-Of-Pocket Expense Cap threshold described in C.3.b.iii.(2), subsections (b) and (c) below.

Note that "Parts/supplies expenses" includes the "Parts Supplies Mark-Up Percentage" amount described C.3.b.ii.(7).

The labor for performing enhancements or break/fix repairs will not be included in the calculation of the parts/supplies expense for a given repair event. In all cases the Contractor shall make its best effort to ensure that all enhancement and break/fix work is performed by staff already on-site at the data center. The State will compensate the Contractor for labor for enhancements and break/fix repairs in accordance with the provisions of Contract Sections C.3.b.ii.(2) and (3) above.

- (2) Non-Compensable Cost-Capped Materials.

- (a) For a given enhancement or repair event, if the parts/supplies expenses do not exceed the thresholds given in Contract Sections C.3.b.iii.(1)(a) and C.3.b.iii.(1)(b), above, the State shall not compensate the Contractor for the parts/supplies required for the repair, and such parts/supplies shall be known as "Non-Compensable Cost-Capped Materials." For each Contract year, the State will track the aggregate total cost of Non-Compensable Cost-Capped Materials that do not exceed the thresholds. This running total is known as the "Materials Out-Of-Pocket Expense."
- (b) The State shall not compensate the Contractor for Cost-Capped Materials until the Contractor's Materials Out-Of-Pocket Expense exceeds the "Materials Out-Of-Pocket Expense Cap" in any Contract year. In Contract Year 1 the Materials Out-Of-Pocket Expense Cap will be \$60,000. In the event that Materials Out-Of-Pocket Expenses are less than \$60,000 in Contract Year 1, the difference shall be carried forward into the Contract Year 2, and shall have the effect of increasing the Out-Of-Pocket Expense Cap for Contract Year 2 by the amount of the difference. This same process of carrying forward residual amounts shall apply to all Contract Years. The Materials Out-Of-Pocket Expense Cap for Years 2 through 5 of the Contract shall be \$60,000 plus any residual amount(s) carried forward from the previous year(s).
- (c) The State will compensate the Contractor for parts/supplies needed for an enhancement or break/fix repair in which the Contractor's parts/supplies expense, when added to the running

total of the Materials Out-Of-Pocket Expense would result in a Materials Out-Of-Pocket Expense that exceeds the Materials Out-Of-Pocket Expense Cap for the year in question. In each case, the State will compensate the Contractor for the parts/supplies cost in excess, as well as any subsequent Cost-Capped T&M Item expenses incurred within the same Contract year.

- (3) At the end of the contract, if there is an amount remaining in the Materials Out-Of-Pocket Expense Cap (meaning that the Materials Out-Of-Pocket Expenses for Contract Year 5 did not exceed the Materials Out-Of-Pocket Expense Cap for that year), the Contractor shall reimburse the State for the amount remaining. This reimbursement shall be made in one, or both, of the following ways, until the entire remaining balance is restored to the State: (i) reduction of invoice(s) (this shall be the method of first resort); or, (ii) check made out to the State of Tennessee, Department of Finance and Administration.

iv. Lawn Care Services.

- (1) The lawn care fee shall be prorated for partial acres in an amount directly related to the size of the partial acre. For example, if the partial acre is one-quarter (1/4) acre in size, the rate for this partial acre shall be determined by multiplying the rate in the table below by .25.

Service Description	Amount (per compensable increment)				
	Year 1 (01/26/15 – 01/25/16)	Year 2 (01/26/16 – 01/25/17)	Year 3 (01/26/17 – 01/25/18)	Year 4 (01/26/18 – 01/25/19)	Year 5 (01/26/19 – 01/25/20)
Monthly Lawn Care Fee	\$ 0.00 per acre / per month	\$ 0.00 per acre / per month	\$ 0.00 per acre / per month	\$ 0.00 per acre / per month	\$ 0.00 per acre / per month

v. Security Services.

Service Description	Amount (per compensable increment)				
	Year 1 (01/26/15 – 01/25/16)	Year 2 (01/26/16 – 01/25/17)	Year 3 (01/26/17 – 01/25/18)	Year 4 (01/26/18 – 01/25/19)	Year 5 (01/26/19 – 01/25/20)
Monthly Security Services Fee	\$ 0.00 per month	\$ 0.00 per month	\$ 0.00 per month	\$ 0.00 per month	\$ 0.00 per month

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Executive Director, Data Center Operations
Department of Finance and Administration
Office for Information Resources (OIR)
901 5th Avenue North
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Department of Finance and Administration, Office for Information Resources;
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.10. Prevailing Wage Rates. All State contracts for highway construction projects, which are for the purpose of building, rebuilding, locating, relocating or repairing any streets, highways or bridges, require compliance with the prevailing wage laws as provided in Tenn. Code Ann. § 12-4-401 – 415.
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall

remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.22. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Michael Dow, Executive Director, Data Center Operations
Department of Finance and Administration
Office for Information Resources (OIR)
901 5th Avenue North
Nashville, TN 37243
Email: Michael.Dow@tn.gov
Telephone # 615-532-8914
Fax # 615-532-0471

The Contractor:

Contractor Contact Name & Title

Contractor Name

Address

Email Address

Telephone # Number

Fax # Number

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.6. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.7. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

- a. The Contractor shall maintain, at minimum, the following insurance coverage:
 - (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate.
 - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
- b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.8. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.9. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to

the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
 - b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
 - c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
 - d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- E.10. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Such procurements shall be made on a competitive basis, where practical. The Contractor shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the Commissioner of the Department of Finance and Administration, for such decision and non-competitive procurement.
- E.11. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.12. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.
- a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
 - b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
 - d. any technical specifications provided to proposers during the procurement process to award this Contract;

e. the Contractor's proposal seeking this Contract.

E.13. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

E.14. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

E.15. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-31701-03107 (RFP Attachment 6.2., Section B, Item Ref. B.15) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office.

E.16. Limitation of Liability. The parties agree that the Contractor's liability under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in section C.1. and as may be amended, PROVIDED THAT in no event shall this section limit the liability of the Contractor for intentional torts, criminal acts, or fraudulent conduct.

E.17. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of

attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

E.18. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in below referenced, Attachment C and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

- (4) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

- b. State Breach— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

- E.19. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have

no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.20. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

E. 21. Transfer of Contractor's Obligations.

- a. The Contractor shall immediately notify the State in writing of a proposed merger, acquisition or sale of its business operation, or the part of its business operation that provides services under this Contract, or that this Contract will be sold to or assumed by another entity. The entity that is proposed to assume the Contractor's duties under this Contract, whether through merger, acquisition, sale or other transaction, will be hereinafter described as the New Entity.
- b. The Contractor (or, if the Contractor no longer exists as a legal entity, the New Entity) will provide to the State within a reasonable time, information that the State may require about the merger, acquisition or sale, which may include
 - i. the date and terms of the merger, acquisition or sale, including specifically, but not limited to, adequate documentation of the financial solvency and adequate capitalization of the proposed New Entity
 - ii. evidence of financial solvency and adequate capitalization of the proposed New Entity which may consist of,
 - (1) Debt;
 - (2) Assets;
 - (3) Liabilities;
 - (4) Cash flow
 - (5) Percentage of the total revenues of the company that are represented by this Contract;
 - (6) The most recent annual financial reports;
 - (7) The most recent annual financial reports filed with government agencies, if applicable.
 - iii. a complete description of the relationship of any New Entity to any parent company or subsidiary or division resulting from the merger, acquisition or sale of the original Contractor's business or the part of the original Contractor's business that provides services under this Contract or from assumption by, or sale to, another entity of the contract itself, including:
 - (1) the names and positions of corporate or company officers, project managers, other Contractor management staff with responsibilities under the Contract, and numbers and the type of technical or other personnel who will be responsible for fulfilling the obligations of the Contract, and any subcontracts that will be used to provide any personal or other services under the Contract by the New Entity and,
 - (2) an organizational chart clearly describing the organizational structure of the New Entity, parent company, subsidiary, division or other unit of the

entity or parent company with which it has merged or by which it, or the Contract, has been acquired.

- iv. such additional evidence of financial solvency, adequate capitalization and information regarding corporate organizational and personnel assigned to the Contract as the State determines is necessary to evaluate the status of the proposed or consummated merger, acquisition or sale.
- c. The original Contractor shall immediately notify the State in writing in the event of a change in its legal name and/or Federal Employer Identification Number (FEIN). The Contractor shall comply with State requests for copies of any documents that have been filed with state corporate records officials or other officials in the state of its incorporation that verify the name change and a narrative description of the reasons for the name change. If a New Entity has succeeded to the interest of the original Contractor, it shall immediately provide the State written notification of its Federal Employer Identification Number (FEIN), its complete corporate name, State of incorporation, and other documentation required to effectuate the transfer.
- d. Notwithstanding any other provisions of this Contract to the contrary, the State may immediately terminate this Contract in whole or in stages in the event that it determines that the New Entity
 - i. has been debarred from State or Federal contracting in the past five years
 - ii. has had a contract terminated for cause by the State of Tennessee within the past five years.

The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor or New Entity for compensation for any service which has not been rendered. Upon such termination, the Contractor or New Entity shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- e. The New Entity shall provide to the State within ten (10) business days of the State's request, a notarized statement signed by an individual authorized to bind the New Entity certifying that all liabilities and obligations incurred by the former Contractor are assumed by the New Entity.
- f. If the New Entity owes money to the State of Tennessee, it acknowledges that Tennessee Code Annotated Section 9-4-604 requires repayment of these funds and will enter into a legally binding agreement for repayment.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

LARRY B. MARTIN, COMMISSIONER

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

PRODUCTS AND SERVICES PAYMENT METHODOLOGIES

In the table that follows, for purposes of Contractor obligations and compensation, the Contractor shall assume that any Contract Reference Number given also contains any and all indented items that fall under that number, assuming those numbers are not directly referenced elsewhere on the table.

Cont. Ref.	Product / Service Description	Routine Maint. C.3.b.i	Stand. T&M C.3.b.ii	Cost - Capped Materials C.3.b.iii	Separate Lawn Care/ Security Rates C.3.b.iv & v
A.4	Building Analysis and Condition Assessment		X		
A.5	Building Condition Remediation		X		
A.5.a	Labor for Building Remediation		X		
A.5.b	Parts/supplies required for remediation activities			X	
A.7.a	SOP Manual (Initial Delivery)	X			
A.7.b	SOP Manual Maintenance	X			
A.8.b	Contractor preparation for transition to subsequent Contractor	X			
A.8.b.ii	Written transition plan		X		
A.9.	Alert Monitoring Per Data Center	X			
A.10.a	Physical plant systems operations, maintenance, and monitoring, conforming to industry best practices.	X			
A.10.b	Maintain complete, as-built drawings and create schematics.	X			
A.10.c	Develop and maintain maintenance schedules for all equipment and building's infrastructure.	X			
A.10.d	Provide a CMMS for tracking, monitoring, etc.	X			
A.10.e	Ensure all filters, belts, fasteners, fixtures, lubricants, and other routine maintenance items are installed and working properly.	X			
A.10.f	Maintain supply of maintenance and critical replacement parts/supplies either on-site or readily available.	X			
A.10.g	Maintain a complete hardware set on-site in order to maintain facility.	X			
A.10.h	Provide and maintain complete up-to-date documentation (naming standard and conventions, UPS, Breakers, PDUs, circuits, schematics of computer breaker hookups).	X			
A.10.i	Provide a method for tracking and measuring circuit loads and capacity, as not to allow any	X			

Cont. Ref.	Product / Service Description	Routine Maint. C.3.b.i	Stand. T&M C.3.b.ii	Cost - Capped Materials C.3.b.iii	Separate Lawn Care/ Security Rates C.3.b.iv & v
	over loading or underutilization of UPS, PDUs or circuits.				
A.10.j	Provide (for new or modified equipment) and maintain interfaces into the facilities monitoring and control systems. The Contractor will ensure that all critical systems are properly monitored in real time and have a planned and documented response to critical events.	X			
A.10.k	Perform any enhancements or break/fix repairs needed to maintain the physical plant systems.			X	
A.11	Use preventative maintenance to ensure the availability of the entire data center power train (generators, transfer switches, transformers, batteries, breakers and switches, PDUs, UPSs, etc...) and cooling train (CRACs, CRAHs, humidifiers, condensers, VAVs, chillers.	X			
A.11.a	Maintain all preventative maintenance, whether unscheduled or scheduled, on a Contractor-provided CMMS.	X			
A.11.b	Develop a calendar-based scheduled maintenance inspection for each facility during which fully trained and qualified maintenance experts observe the physical infrastructure equipment to look for changes in equipment appearance and performance and listen for changes in the sounds produced by the equipment.	X			
A.11.c	Provide historical data for reporting usage trends, capacity demands, meantime to failure, and downtime / repair statistics.	X			
A.11.d	Identify potential issues and take immediate action to prevent a future failure.	X			
A.11.e	Ensure that all major equipment is maintained under either a service maintenance program or warranties provided by the original equipment manufacturer and that the preventative maintenance procedures include all manufacturers' recommendations and best practices. The maintenance may include, but is not limited to, thermal scanning, calibration, adjustments, cleaning / replacing air or water filters, lubrication, and replacement of parts or updating of physical infrastructure firmware / software.	X			
A.11.f	Adhere to all maintenance procedures and schedules recommended in manufacturers' manuals.	X			

Cont. Ref.	Product / Service Description	Routine Maint. C.3.b.i	Stand. T&M C.3.b.ii	Cost - Capped Materials C.3.b.iii	Separate Lawn Care/ Security Rates C.3.b.iv & v
A.11.g	Provide two Journeyman Level mechanical staff and one Facility Manager for each facility 7x24x365 and be onsite 8 to 5 M-F, who will be responsible to operate, maintain, and repair all the HVAC, power, and mechanical systems in the facility. The Contractor will provide qualified technicians that will act as the operations engineering staff for the facility, and as such, will be trained to have a working knowledge of all the electrical systems and their operation in the event of an emergency.	X			
A.11.h	The Contractor shall monitor, maintain, and test general maintenance items including but not limited to plumbing, lamp changes, wiring, etc.	X			
A.11.i	Provide and / or ensure availability of proper diagnostic tools on-site to accomplish all preventative maintenance and define efficiency goals. Continuous diagnostics used as predictive maintenance tool to prevent failures should be scheduled and documented. A diagnostic plan should include in-line troubleshooting and be non-disruptive.	X			
A.11.j	Complete and report, on an annual basis, thermal scans and internal temperature measurements of all electrical equipment (Panel boards, UPS modules, transfer switches, transformers, disconnects, RPPs).	X			
A.11.k	Torque connections, check fans, check capacitors, vibration test, and update firmware as a part of the comprehensive preventative maintenance plan.	X			
A.11.l	The Contractor shall initiate preventative maintenance, outside of the scheduled maintenance routine, if deemed necessary to prevent an imminent outage. Whenever possible, the Contractor will provide the State 10 day advance notice for such maintenance and any/all preventative maintenance will be completed after the State's approval. Prior to any work being performed, all maintenance activity will include a risk management assessment, a detailed plan with time-lines, along with back-out plans, unless otherwise directed.	X			
A.12.a.i	The Contractor shall monitor, maintain, and test the BMS (building management system) as part of the calendar-based maintenance plan. The Contractor will be responsible for establishing and maintaining the BMS in a fully functional, fully enabled manner. The Contractor will ensure the BMS is operating the building components in the most efficient,	X			

Cont. Ref.	Product / Service Description	Routine Maint. C.3.b.i	Stand. T&M C.3.b.ii	Cost - Capped Materials C.3.b.iii	Separate Lawn Care/ Security Rates C.3.b.iv & v
	cost effective manner. Servers and PCs running the BMS software shall be kept up-to-date with regard to security patches and anti-virus software.				
A.12.a.ii	The Contractor shall monitor, maintain, and test the SCADA system (supervisory control and data acquisition system) as part of the calendar-based maintenance plan. Servers and PCs running the SCADA software shall be kept up-to-date with regard to security patches and anti-virus software.	X			
A.12.a.iii	The Contractor will perform any enhancements or break/fix repairs needed to maintain the BMS and SCADA systems.			X	
A.12.b.i	The Contractor shall monitor, maintain, and test fuel systems (pumps, etc.) as part of the calendar-based maintenance plan.	X			
A.12.b.ii	The Contractor will be responsible for establishing and maintaining an on-demand contract for fuel from a vendor who is able to supply on a 7x24x365 basis.	X			
A.12.b.iii	The Contractor will provide fuel to the State on-demand and within 6 hours of State's request or when fuel levels fall below 60% of total tank capacity. All invoices will be provided for the State to review.		X		
A.12.b.iv	The Contractor will ensure adequate fuel levels (60% of total tank capacity) are maintained and will perform periodic testing to maintain high fuel quality. Contractor will report emissions level to the State EPA or authority having jurisdiction on the required basis.	X			
A.12.b.v	The Contractor will perform any enhancements or break/fix repairs to the tanks, pumps, and piping that are needed to maintain the diesel fuel levels and quality.			X	
A.12.c.i	The Contractor shall monitor, maintain, and test the entire UPS system (switchgear, breakers, UPS modules, end to end, etc.) as part of the calendar-based maintenance plan. At a minimum, the Contractor will be responsible for establishing and maintaining a calendar-based maintenance plan based upon the manufacturer suggested plan. Results of all tests will include recommendations, risk assessment, and repair / remediation plans. All activities will be reviewed by the State prior to any work being performed.	X			
A.12.c.ii	The Contractor will perform any			X	

Cont. Ref.	Product / Service Description	Routine Maint. C.3.b.i	Stand. T&M C.3.b.ii	Cost - Capped Materials C.3.b.iii	Separate Lawn Care/ Security Rates C.3.b.iv & v
	enhancements or break/fix repairs needed to maintain the UPS system.				
A.12.d.i	The Contractor shall monitor, maintain, calibrate, and test the entire generator system (fuel tanks, pumps, piping, batteries, oil change, belts, end to end, etc.) as part of the calendar-based maintenance plan. At a minimum, the Contractor will be responsible for establishing and maintaining a calendar-based maintenance plan based upon the manufacturer suggested plan. A weekly one-hour test of the generators will include start-up and fail-over. Results of all tests will include recommendations, risk assessment, and repair / remediation plans. All fail-over activities will be performed under close supervision with fully trained staff. All activities will be reviewed by the State prior to any work being performed.	X			
A.12.d.ii	The Contractor will perform any enhancements or break/fix repairs needed to maintain the entire generator system.			X	
A.12.e.i	The Contractor shall provide for a load-bank test of all power generating systems. The Contractor will provide maintenance as a part of the calendar-based maintenance plan. At a minimum, the Contractor will be responsible for establishing and maintaining a calendar-based maintenance plan based upon the manufacturer suggested plan. An annual load-bank test will be conducted by the Contractor. Results of all tests will include recommendations, risk assessment, and repair / remediation plans. All activities will be reviewed by the State prior to any work being performed.	X			
A.12.e.ii	The Contractor will perform any enhancements or break/fix repairs needed as a result of the load-bank tests.			X	
A.12.f.i	The Contractor shall provide for a test of all battery systems. The Contractor will provide maintenance as a part of the calendar-based maintenance plan. At a minimum, the Contractor will be responsible for establishing and maintaining a calendar-based maintenance plan based upon the manufacturer suggested plan.	X			
A.12.f.ii	Load-bank tests will be conducted by the Contractor at the request of the State. Results of all tests will include recommendations, risk assessment, and repair / remediation plans. All activities will be reviewed by the State prior to any work being	X			

Cont. Ref.	Product / Service Description	Routine Maint. C.3.b.i	Stand. T&M C.3.b.ii	Cost - Capped Materials C.3.b.iii	Separate Lawn Care/ Security Rates C.3.b.iv & v
	performed. The Contractor, on a monthly basis, will review the battery monitoring reports to verify if a trend is developing which could lead to battery failure.				
A.12.f.iii	The Contractor will perform any enhancements or break/fix repairs needed to maintain all battery systems.			X	
A.12.g.i.	The Contractor will provide labor for the maintenance, addition, removal, relocation, and configuration, of PDUs.	X			
A.12.g.ii.	The Contractor will perform any enhancements or break/fix repairs needed to maintain the PDU.			X	
A.12.h.i.	The Contractor will provide labor for the addition of branch circuits, breakers, and building whips / receptacles. The Contractor will provide a comprehensive branch circuit monitoring plan and documentation for each branch circuit including demand, capacity, and location of equipment using each breaker. Coordinate with Data Center Infrastructure Manager for installation and de-installation of computer equipment and assure that all branch circuit documentation is accurate.	X			
A.12.h.ii.	The Contractor will perform any enhancements or break/fix repairs needed to maintain the RPP.			X	
A.12.i.i	The Contractor shall monitor, maintain, calibrate, and test the entire power plant system including generators, automatic transfer switches, switchgear, PDUs, UPSs and batteries.	X			
A.12.i.ii	The Contractor will perform any enhancements or break/fix repairs needed to maintain the entire power plant system, including the lightening protection system (TSSC only).			X	
A.12.j.i	The Contractor will monitor, maintain, calibrate, and test the entire HVAC / CRAC systems (boiler settings, refrigerant usage, water treatment, heat exchangers cleaned, coils cleaned, filters, lubrication, cleaning, domestic water supply, belts, pressure, piping, glycol, end to end, etc.) as part of the calendar-based maintenance plan. At a minimum, the Contractor will be responsible for establishing and maintaining a calendar-based maintenance plan based upon the manufacturer suggested plan. A weekly test of the HVAC components will include water quality checks, air flow, air pressure, and fail-	X			

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	over. Results of all tests will include risk assessment and repair / remediation plans. All fail-over activities will be performed under close supervision with fully trained staff. All activities will be reviewed by the State prior to any work being performed.				
A.12.j.ii	The Contractor will perform any enhancements or break/fix repairs needed to maintain the HVAC / CRAC system.			X	
A.12.k.i.	The Contractor will ensure proper and consistent set points for computer room humidity setting, and temperature. Provide recommendations for system layout, design and aid the State in developing the proper cooling strategy for heat sensitive computer and disk storage systems.	X			
A.12.k.ii.	The Contractor will perform any enhancements or break/fix repairs needed to maintain the Computer Room HVAC Environment.			X	
A.12.l.i	The Contractor will monitor, maintain, calibrate, and test the entire cooling plant system including chillers, pumps, dry coolers, boilers, coils, unit heaters, fans, cooling towers, air handling units, and A/C units according to manufacturer's recommendations / specifications and industry best practices.	X			
A.12.l.ii	Contractor will perform any enhancements or break/repairs needed to maintain the entire cooling plant system.			X	
A.12.m.i	The Contractor will monitor, maintain, calibrate, and test other building mechanical systems including but not limited to loading dock equipment, door repairs, motorized security gates / controls and revolving security doors, according to manufacturer's recommendations / specifications and industry best practices.	X			
A.12.m.ii	Contractor will perform any enhancements or break/repairs needed to maintain the other building mechanical systems.			X	
A.12.n.i	The Contractor will monitor and maintain all fire suppression and monitoring systems including fire alarm (panels, piping, fire extinguishers, sprinklers, access control equipment and end to end, etc). They will also conduct a full flow test on the fire pumps as dictated by local and State codes. The Contractor will aid the State in developing an emergency evacuation plan. At a minimum, the Contractor will be responsible for	X			

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	establishing and maintaining a calendar-based maintenance plan based upon the manufacturer suggested plan. Results of all tests will include recommendations, risk assessment and repair / remediation plans. All activities will be reviewed by the State prior to any work being performed.				
A.12.n.ii	The Contractor will provide an emergency contact / call list. The Contractor will establish a comprehensive safety program including written SOPs for monitoring and reporting on fire alerting and suppression.	X			
A.12.n.iii	The Contractor will perform preventative maintenance on all fire alerting and suppression systems according to manufacturer's specifications as required, by Fire Marshal and State and Local codes.	X			
A.12.n.iv	Contractor will perform any enhancements or break/repairs needed to maintain the fire alerting and suppression systems.			X	
A.12.o.i	Maintenance of all low voltage equipment will be the responsibility of the on-site electricians, except for data jacks and phone systems. (State infrastructure and application servers, cable and fiber housed in the data centers are the responsibility of the State, and are not part of this Contract.)	X			
A.12.o.ii	The Contractor will perform any enhancements or break/fix repairs needed to maintain the Low Voltage Equipment.			X	
A.12.p.i	The Contractor will perform preventative maintenance on all security systems according to manufacturer's specifications as required, including but not limited to security cameras, iris scanners, card readers, servers, and associated software. The Contractor will not be responsible for physical security operations or policy.	X			
A.12.p.ii	The Contractor will perform any enhancements or break/repairs needed to maintain the security systems.			X	
A.12.q	The Contractor will provide an emergency contact / call list. The Contractor will establish a comprehensive safety program including written SOPs for monitoring and reporting on severe weather, medical emergencies, evacuation policy and procedure, electrical safety, EPO (emergency power off), fire drills, and general conditions.	X			
A.12.r	The Contractor is required to develop and maintain a library of maintenance manuals for	X			

Cont. Ref.	Product / Service Description	Routine Maint. C.3.b.i	Stand. T&M C.3.b.ii	Cost - Capped Materials C.3.b.iii	Separate Lawn Care/ Security Rates C.3.b.iv & v
	both facilities. A copy shall be furnished to the State and subject to approval by the State within 90 days of contract initiation. Maintenance library must be updated quarterly and shall reflect all maintenance operations.				
A.12.s.i	The Contractor shall monitor, maintain, winterize, calibrate, and test the entire irrigation system including but not limited to, the valves, sprinklers, spray heads, nozzles, automatic switches, electronics, piping.	X			
A.12.s.ii	The Contractor will perform any enhancements or break/fix repairs needed to maintain the entire irrigation system.			X	
A.13.a.	The Contractor shall provide a damage assessment from a mechanical, electrical, building envelope and/or structural aspect to be reported to the State.		X		
A.13.b	The Contractor shall provide clean-up assistance as required.		X		
A.13.c	Repair or replace damaged components of the physical plant and/or environmental equipment as requested by the State.			X	
A.14.a	The Contractor shall keep certain spare parts on site at both facilities for purposes of break/fix repairs. Inventory management of these parts will be the responsibility of the Contractor. Such parts shall remain the property of the Contractor until such time as they are installed at the State Data Center as a result of a repair.	X			
A.14.b	Assuming the parts expense is compensable, in accordance with Contract Section C.3.b.iii, upon installation, the Contractor may invoice the State for cost of the parts.			X	
A.14.c	Contractor will provide a recommended spare parts list for critical systems in each facility, within 90 days of the contract start date.	X			
A.15.	Contractor is required to provide and maintain a complete tool set on-site at each facility. The Contractor must provide all tools required to perform the services including specialty tools or rental equipment (e.g., lifts, load bank, backhoe) that may be required to perform the services.	X			
A.16.	If the State and Contractor are in mutual agreement that it is not cost effective to repair a piece of equipment, the Contractor will obtain three (3) bids and the equipment will be replaced at cost plus a percentage			X	

Cont. Ref.	Product / Service Description	Routine Maint. C.3.b.i	Stand. T&M C.3.b.ii	Cost - Capped Materials C.3.b.iii	Separate Lawn Care/ Security Rates C.3.b.iv & v
	markup.				
A.17.a	The Contractor will keep all maintenance logs up-to-date and available for periodic management review. The Contractor will be required to input all maintenance schedules and activities into the Contractor's provided management system.	X			
A.17.b	The Contractor shall develop and provide facility metrics for all mechanical systems, electrical systems, reliability / availability, service schedules, system performance, systems availability, MTBF, MTBR, and outages and Contractor incident response times. The Contractor will develop KPIs, metrics, review procedures, schedules, measurements, and reporting programs to ensure all critical systems, alerts, and faults are being properly monitored and all systems are being adequately maintained. All reports must be completed using Microsoft Office programs. The Contractor shall schedule and present at a monthly management briefing to explain the monthly reporting required below. The monthly management briefing should include metric and KPI reports along with appropriate action plans and any deficiencies should be noted. Monthly and ad hoc, along with annual cumulative reporting requirements for the Contractor are described in Contract and must meet the approval of the State.	X			
A.18	The Contractor will submit to the State's Facility Administrators an annual report, evaluated in relation to relevant industry standards, local codes / regulations, manufacturers' recommendations, and national standards (i.e. NEC, NFPA, IEEE, ISO, etc.). The Contractor will create, maintain, and keep up-to-date all compliance documentation required by local, state, and federal agencies such as MSDS (material safety data sheets) documentation.	X			
A.19	Based on industry best practices and standards, the Contractor will make an annual presentation of continuous improvement recommendations to the State's Facility Administrators and Directors.	X			
A.20.a	Perform facility repairs such as painting, wall and ceiling repairs, etc.			X	
A.20.b	Perform monthly pest and rodent control measures.	X			
A.20.c	Perform roof repairs as required.			X	

Cont. Ref.	Product / Service Description	Routine Maint. C.3.b.i	Stand. T&M C.3.b.ii	Cost - Capped Materials C.3.b.iii	Separate Lawn Care/ Security Rates C.3.b.iv & v
A.20.d	Perform plumbing maintenance and repairs as required in common areas such as break rooms and restrooms.			X	
A.20.e	Install, maintain, and replace signage as required by State's Facility Administrator.		X		
A.20.f	Monitor and maintain leak detection system in the raised floor area.	X			
A.20.g	Modify and repair cable tray systems.		X		
A.20.h	Clean and vacuum the area under the raised floor.	X			
A.20.i	Perform routine trash and debris pick-up and snow removal from the parking lots.	X			
A.20.j	Perform parking lot repair/maintenance such as sealing, relining, crack/pot hole repair, etc.		X		
A.20.k	Maintenance of benches, bike racks, picnic tables, exterior furniture, etc.		X		
A.20.l	Maintain the security fences and gates as required by State's Facility Administrator.		X		
A.20.m	Relocation of office furniture, marker boards, cork boards, filing cabinets, conference tables, etc.	X			
A.20.n	Maintenance and service of any physical door hinges, locks, pneumatics, dock levelers, and other building hardware.	X			
A.20.n.i	The Contractor will perform any enhancements or break/fix repairs needed to maintain physical hardware described in Section A.20.n.			X	
A.20.o	Modify, repair, relocate and reconfigure furniture and cubicles as needed.		X		
A.21.a	The Contractor will be responsible for floor tile cutouts for grommets, and cable pathways as required.	X			
A.21.b	At the State's request, the Contractor will provide additional minor enhancements.			X	
A.22.a	The Contractor will utilize a State-approved work order ticket system and will generate work order tickets for any services to be performed.	X			
A.23.b	The Contractor shall provide two on-site Facility Managers, one for each of the two facilities. (See Contract Attachment E for required qualifications).	X			
A.23.c	The Contractor shall provide two on-site Senior Journeyman Level Electricians, one for each of the two facilities. (See Contract	X			

Cont. Ref.	Product / Service Description	Routine Maint. C.3.b.i	Stand. T&M C.3.b.ii	Cost - Capped Materials C.3.b.iii	Separate Lawn Care/ Security Rates C.3.b.iv & v
	Attachment E for required qualifications).				
A.23.d	The Contractor shall provide two on-site Senior Journeyman Level Mechanical and HVAC Specialists, one for each of the two facilities. (See Contract Attachment E for required qualifications).	X			
A.23.e	<p>i. All permanently assigned personnel must submit to a background check and random periodic drug testing. The Contractor shall perform and pay for background checks and administer drug screening no less frequently than once per Contract year and no more than three times per Contract year. Results must be submitted to the State. The State, in its discretion, may refuse contractor personnel if the results of the background check reveal a criminal conviction that renders such persons unsuitable for the contract work assignment</p> <p>ii. Personnel assigned to projects requiring elevated and privileged access to criminal justice information systems (CJIS), or information accessed via CJIS, must submit to fingerprint based background checks administered through the Tennessee Bureau of Investigation (TBI). The State, in its discretion, may refuse contractor personnel who are not approved by TBI for access to CJIS. The Contractor will reimburse the State for the costs of testing through TBI. Completion of the TBI background check will constitute compliance with the background check requirement of paragraph e.i.</p>	X			
A.24	The Contractor must keep the building clean at all times.	X			
A.25.b	For Standard Task Orders, the Contractor must, within five (5) business days of the receipt of the Task Order from the State, provide to the State an estimate of the total cost of the requested services.	X			
A.25.c	For Emergency Task Orders, the Contractor must, within two (2) hours of the receipt of the Task Order from the State, provide to the State an estimate of the total cost of the requested services.	X			
A.29	Contractor Licensure and Work Procedures	X			
A.30	Contractor shall supply all Lawn Care Services.				X *
A.30.I	At the State's request, the Contractor shall perform enhancements, break/fix repairs to infrastructure such as the irrigation system, or the replacement of plants lost through no			X	

Cont. Ref.	Product / Service Description	Routine Maint. C.3.b.i	Stand. T&M C.3.b.ii	Cost - Capped Materials C.3.b.iii	Separate Lawn Care/ Security Rates C.3.b.iv & v
	fault of the Contractor.				
A.31	Contractor shall supply all Security Services.				X *

* Lawn Care and Security Services have separate fixed monthly rates, which are detailed in Contract Sections C.3.b.iv and C.3.b.v. The Contractor will provide the baseline services described in Contract Sections A.30 and A.31 for the fixed monthly costs given in these sections. In the event that the State requires additional services or makes changes to the services required, as described in Contract Sections A.30 and A.31, appropriate compensation for labor shall be made using the Reimbursable Hourly Rates detailed in Contract Section C.3.b.ii.

Note that training/orientation of personnel shall be an ongoing requirement. Regardless of whether such training is specifically detailed in the Contract, this training is considered pre-requisite for being able to provide the services, and all costs associated with such training/orientation shall be borne by the Contractor and shall not be considered "additional services" or "changes to the services" as described in the preceding paragraph.

KEY PERFORMANCE INDICATORS (KPIs) / SERVICE LEVELS

The following KPI's / Service Levels apply throughout the term of the Contract.

Performance Area	Contract Section	Key Performance Indicator	Goal / Performance Criteria	Measure	Frequency	Liquidated and Additional Damages
1. Preventative Maintenance	A.11 – Preventative Maintenance	Accumulated backlog of maintenance task	24 hour turnaround	Number of work orders late	Annual with monthly update reports	Aggregated Performance Area – See “Note” below
2. Preventative Maintenance	A.2 – Summary of Services	Unplanned Outages	Zero disruptive incidents Contractor will perform all planned maintenance activities, preventative maintenance, testing and repair to power plant and cooling plant without disruption of services.	Total disruptive incidents	Annual with monthly update reports	\$ 1,000.00 per hour of unscheduled, unauthorized downtime (“downtime” means the absence of power and / or cooling for all areas of the State's Data Centers)
3. Preventative Maintenance	A.11.b – Preventative Maintenance	Maintenance activities not performed on schedule	100% of all maintenance activities performed on schedule	Total missed activities / schedules	Annual with monthly update reports	Aggregated Performance Area – See “Note” below
4. Operations	A.9 – Alert Monitoring	Emergency response time in excess of 20 minutes for call back; and . . .	Contractor must provide a call back response within 20 minutes 100% of all calls responded to in time; and . . .	Total missed call backs	Annual with monthly update reports	\$ 250.00 for every 20 minutes over the 20 minute requirement
		Contractor not on-site and working the issue within 2 hours	Contractor must be on-site and working the problem within 2 hours	Total missed on-site with-in two hours	Annual with monthly update reports	\$ 1,000.00 for every hour over the 2 hour

Performance Area	Contract Section	Key Performance Indicator	Goal / Performance Criteria	Measure	Frequency	Liquidated and Additional Damages
		(7x24x365).	100% on-site and working the issue within 2 hours			requirement
5. Operations	A.11.g	Lack of on-site staff availability	98% of staff on-site	Total hours without at least 1 electrician, 1 manager, and 1 HVAC Specialist	Annual with monthly update reports	Aggregated Performance Area – See “Note” below
6. Operations	A.11.g	Maintenance and break/fix tasks require staff that are not on-site	97% of maintenance and break/fix task completed by on-site staff	Number of maintenance and break/fix tasks not completed by on-site staff	Annual with monthly update reports	Aggregated Performance Area – See “Note” below
7. Operations	A.11	Lack of maintenance procedure documentation	99% of maintenance procedures	Number of maintenance procedures not documented	Annual with monthly update reports	Aggregated Performance Area – See “Note” below
8. Operations	A.12.b.iii – Diesel Levels and Quality	Failure to provide quality fuel in a timely manner	The Contractor will provide fuel to the State on-demand within 6 hours of State’s request, or when fuel levels fall below 60% of total tank capacity.	N/A	N/A	\$ 5,000.00 per failure to comply

NOTE: The Contractor’s performance with regard to Performance Areas that are designated as “Aggregated Performance Areas” is measured as follows:

Each time the Contractor fails to comply with the standard detailed in the “Goal / Performance Criteria” column above, this occurrence shall count as one (1) non-compliance event. At the end of each month the State will check the relevant reports and calculate the total number of non-compliance events for all Aggregated Performance Areas, for the month in question. This number will be divided by the total number of all Aggregated Performance Area events for that month. This will yield the Aggregated Performance Percentage. For any month in which the vendor fails to achieve a performance percentage of at least ninety percent (90%), the liquidated damages shall be \$1,000.

CONTRACT BOND
TENNESSEE STATE BUILDING COMMISSION STANDARD FORM

BOND NO. _____

Know all men by these presents: that we

(hereinafter called the "Principal") and

hereinafter called the "Surety") do hereby acknowledge ourselves indebted and securely bound and held unto

(hereinafter called the "Owner"), and in the penal sum of

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

But the condition of the foregoing obligation or bond is this:

Whereas, the Owner has engaged the principal for the sum of

to complete the Work of the project titled:

as more fully appears in a written agreement or contract bearing the date of

a copy of which said agreement or contract is by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein, and it is the desire of the Owner that the Principal shall assure all undertakings under said agreement or contract and shall assure and protect all laborers and furnishers of material on said Work both as provided by Tennessee Code Annotated Sections 4-15-102 (f)(2) and 12-4-201 through 12-4-206, and any and all amendments thereto, and shall assure the prompt payment of claims as provided by Tennessee Code Annotated Sections 12-4-207 through 12-4-208, and any and all amendments thereto. The Principal shall also comply with provisions of Tennessee Code Annotated Sections 12-4-401 through 12-4-415, and any and all amendments thereto, pertaining to the payment of the prevailing wage rate.

Now, therefore, if the Principal shall fully and faithfully perform all undertakings and obligations under the contract herein before referred to and shall fully indemnify and hold harmless the Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Owner any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material and work used by the Principal and any immediate or remote sub-contractor or furnisher of material under him in the performance of said contract, in lawful money of the United States, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

And for value received, it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or to the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the specifications.

In witness whereof the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, 20____.

Executed in _____ counterparts.

Witness:

(name of Principal)

(name of Surety)

(authorized signature)

(signature of Attorney-in-fact)

(name of signatory)

(name of Attorney-in-fact)

(title of signatory)

(Tennessee license number of Agent or Attorney-in-fact)

(countersignature of resident Agent
if not same as Attorney-in-fact)

Surety Company issuing bond shall be licensed to transact business in State of Tennessee by Tennessee Department of Commerce and Insurance. Bonds shall have certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached. Attorney-in-fact who executes bond on behalf of Surety shall be licensed by and a resident of State of Tennessee, and shall affix license number to bond; or, countersignature by a licensed agent who is a resident of State of Tennessee, and the agent's license number, shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.

REQUIRED QUALIFICATIONS FOR PERSONNEL

Job Title	Job Description
Facility Manager	<p>Responsible for maintaining the overall appearance and functionality of the facility to include all building electrical and mechanical systems. Oversees on-site contract staff for mechanical and electrical services, maintains operational logs and reports on facility operation and performance of maintenance routines. Administration of outside service agreements for the maintenance of the facility infrastructure systems to include emergency generators, UPS and battery systems, electrical switchgear, RPPs, PDUs, etc. Administration of outside service agreements for the general maintenance of the facility such as janitorial services. Troubleshoots and diagnoses equipment failures and makes provisions for necessary repairs. Oversees facility repairs such as painting, wall and ceiling repairs, carpet and flooring repairs, lamp replacement, plumbing repairs, minor electrical repairs, etc. Responds to emergency situations such as fire, flood, power failure, broken windows, storms, snow, etc. Initiates remedial actions as necessary and keeps State OIR Management informed.</p> <p>10 years experience with construction or operation of mission critical facilities with a strong background in electrical and mechanical systems associated with these types of facilities such as diesel generators, medium and low voltage switchgear, Megawatt UPS power systems, high volume air conditioning units, etc.</p> <p>5 years supervisory or management experience.</p> <p>Expert knowledge of Microsoft Office programs.</p> <p>Strong Communication Skills</p> <p>Always available with a 7x24x365 backup with equivalent knowledge and experience.</p>
Architect	<p>Researches, plans, designs, and administers building projects, applying knowledge of design, construction procedures, zoning and building codes, and building materials: Consults with client to determine functional and spatial requirements of new structure or renovation, and prepares information regarding design, specifications, materials, equipment, estimated costs, and construction time. Plans layout of project and integrates engineering elements into unified design for client review and approval. Prepares scale drawings and contract documents for building contractors. Represents client in obtaining bids and awarding construction contracts. Administers construction contracts and conducts periodic on-site observation of work during construction to monitor compliance with plans. May prepare operating and maintenance manuals, studies, and reports. Use CAD design software and equipment to prepare project designs and plans. May direct activities of workers engaged in preparing drawings and specification documents.</p> <p>5 years design experience with construction of mission critical facilities with a background in electrical and mechanical systems associated with these types of facilities.</p>

Job Title	Job Description
	<p>Must have experience with multi-million dollar commercial projects. Must have Architectural degree.</p>
Mechanical Engineer	<p>Design a wide variety of HVAC systems and MEP layouts for new construction, additions, replacements, and upgrades for Critical facilities. Meet with clients, engineers, and architects to gather requirements. Perform load, static pressure, head loss calculations, and develop equipment specifications. Recommend equipment to be used. Perform detailed layout and design using AutoCAD. Other responsibilities may include feasibility reports, capacity reports, construction estimates, gap analysis, field investigation, and ongoing support.</p> <p>Five years experience and technical certifications on HVAC / CRAC systems and plumbing, boilers, chillers. Equivalent education / experience.</p> <p>Must possess a degree in engineering and have 2 years experience with complex cooling plant systems and mission critical facilities.</p>
Electrical Engineer	<p>Responsible for successfully guiding, design, and managing complex electrical design projects through close collaboration with a multi-discipline team. Manage design build and energy services projects from concept to design and through construction. Perform detailed layout and design using AutoCAD. Other responsibilities may include feasibility reports, capacity reports, construction estimates, gap analysis, field investigation, and ongoing support.</p> <p>Five years experience and technical certifications on Liebert UPS systems and static transfer switches. Equivalent education / experience.</p> <p>Must possess a degree in engineering and have 2 years experience with complex UPS systems, megawatt power plant designs, and experience with mission critical facilities.</p>
Licensed Electrician	<p>Install, maintain, and repair electrical wiring, equipment, and fixtures. Ensure that work is in accordance with relevant codes. May install or service street lights, intercom systems, or electrical control systems.</p> <p>Two years experience and technical certifications on UPS systems and static transfer switches.</p> <p>Two years experience in the field with large complex projects.</p>
Senior Journeyman Level Electrician	<p>Responsible for successfully guiding, design, supporting and managing complex electrical design projects and systems through close collaboration with a multi-discipline team. Manage energy systems. Install, repair, and monitor branch circuits as required. Other responsibilities may include feasibility reports, capacity reports, construction estimates, gap analysis, field investigation, and ongoing support. Meet all the power plant support requirements for the equipment located in the data center.</p> <p>Five years experience and technical certifications on Liebert UPS systems and static transfer switches. Equivalent education / experience.</p> <p>Two years experience with complex UPS systems, megawatt power plant designs, and experience with mission critical facilities.</p>
Senior Journeyman Level Mechanical and HVAC Specialist	<p>Support a wide variety of HVAC systems and MEP configurations for the data center, Meet with clients, engineers, and architects to</p>

Job Title	Job Description
	<p>gather requirements. Perform load, static pressure, head loss calculations, and perform routine maintenance. Recommend equipment to be used. Other responsibilities may include feasibility reports, capacity reports, construction estimates, gap analysis, field investigation, and ongoing support. Meet all the HVAC requirements for the equipment located in the data center.</p> <p>Five years experience and technical certifications on HVAC / CRAC systems and plumbing, boilers, chillers. Equivalent education / experience. Must possess have 4 years experience supporting complex cooling plant systems and mission critical facilities.</p>
Plumber	<p>Assemble, install, and repair pipes, fittings, and fixtures of heating, water, and drainage systems, according to specifications and plumbing codes.</p> <p>Sample Job Tasks for: "Plumber" Assemble pipe sections, tubing and fittings, using couplings, clamps, screws, bolts, cement, plastic solvent, caulking, or soldering, brazing and welding equipment.</p> <p>Fill pipes with water or air and observe pressure gauges to detect and locate leaks. Review blueprints and building codes and specifications to determine work details and procedures. Study building plans and inspect structures to assess material and equipment needs, to establish the sequence of pipe installations. Measure, cut, thread, and bend pipe to required angle, using hand and power tools or machines such as pipe-threading machines, and pipe-bending machines. Cut openings in structures to accommodate pipes and pipe fittings, using hand and power tools. Hang steel supports from ceiling joists to hold pipes in place. Repair and maintain plumbing, replacing defective washers, replacing or mending broken pipes, and opening clogged toilets / drains.</p> <p>Two years experience in the field working with cooling plant systems, piping, plumbing, boilers, and chillers. Two years experience with complex cooling plant systems and experience with mission critical facilities.</p>
Senior Level Plumber	<p>Assemble, install, and repair pipes, fittings, and fixtures of heating, water, and drainage systems, according to specifications and plumbing codes.</p> <p>Sample Job Tasks for: "Senior Plumber" Assemble pipe sections, tubing and fittings, using couplings, clamps, screws, bolts, cement, plastic solvent, caulking, or soldering, brazing and welding equipment. Fill pipes with water or air and observe pressure gauges to detect and locate leaks. Review blueprints and building codes and specifications to determine work details and procedures. Prepare written work cost estimates and negotiate contracts. Study building plans and inspect structures to assess material and equipment needs, to establish the sequence of pipe installations. Keep records of assignments and produce detailed work reports. Perform complex calculations and planning for special or very large jobs. Measure, cut, thread, and bend pipe to required angle, using hand and power tools or machines such as</p>

Job Title	Job Description
	<p>pipe-threading machines, and pipe-bending machines. Install pipe assemblies, fittings, valves, appliances such as water heaters, fixtures, such as sinks and toilets, using hand and power tools. Hang steel supports from ceiling joists to hold pipes in place. Repair and maintain plumbing, replacing defective washers, replacing or mending broken pipes, and opening clogged drains and toilets. Direct workers engaged in pipe cutting and preassembly and installation of plumbing systems and components.</p> <p>Five years experience in the field working with cooling plant systems, piping, plumbing, boilers, and chillers. Five years experience with complex cooling plant systems and experience with mission critical facilities.</p>
Project Manager	<p>Microsoft skills (MS Project, Word, Excel, Powerpoint), programming, progress reporting, etc.</p> <p>Five years experience working on large multi-million dollar projects. 2 years project experience with complex cooling and power plant systems and experience with mission critical facilities.</p>
Unskilled Labor	<p>Clean-up, lawn care, digging, floor tile placement, furniture moving, landscaping, truck driver, pavement, sign painter, etc.</p>
General Skilled labor	<p>Mechanic, electrician, plumber, carpenter, technician, millwork, cabinetry, roofing, carpet, flooring, landscaping, wallpaper, locksmith, painting, ceiling, concrete, window repair, etc.</p> <p>Five years experience.</p>
Custodian	<p>Clean, sanitize, dust, furniture, sweep, mop, or vacuum floors; empty wastebaskets and trash containers, empty and clean ash trays and cigarette urns, refill restroom dispensers and other general cleaning duties. Strip, clean, buff and add sealer and floor finish to hard surface floors, shampoo carpets. Use high-pressure washers, buffers, brooms, mops, and squeegees for the cleaning and general maintenance of floors, walls, carpets, furniture, etc. Wash walls and other activities such as removing snow or debris from sidewalks. Move furniture, setup of facilities for meetings, classrooms, conferences, events, move equipment, supplies, and tools on an incidental basis. Wash accessible interior and exterior windows.</p>
Lawn Care Supervisor	<p>3 years experience in supervising commercial lawn care operations with knowledge in lawn care equipment operation. Must have 3 years supervisory experience.</p> <p>Must be able to lift 50 pounds, withstand hours of moderate to heavy workloads. Must be able to work outdoors in extreme weather conditions.</p> <p>Readily available with a backup with equivalent knowledge and experience.</p>
Lawn Care Specialist	<p>3 years experience in commercial lawn care with knowledge in lawn care equipment operation.</p> <p>Must be able to lift 50 pounds, withstand hours of moderate to heavy workloads. Must be able to work outdoors in extreme weather conditions.</p> <p>Readily available with a backup with equivalent knowledge and</p>

Job Title	Job Description
	experience.
Security Officer	<p>Provides surveillance and control of ingress and egress to the specified buildings and parking areas. Checks credentials of all people and vehicles entering and leaving the premises. Requires all visitors sign in/out when entering/leaving buildings. Observes parking lots adjacent to specified buildings, ensuring proper vehicle parking and adherence to established regulations.</p> <p>Monitors building fire and life safety features. Conducts orderly control of evacuations and drills. Patrols and inspects to protect against theft, vandalism, terrorism and illegal activity. Provides information, directions and assistance to visitors or contractors.</p> <p>2 years of security experience</p> <p>Successful completion of Contractor's security training curricula.</p> <p>Successful completion of the physical fitness test described in Contract Section A.</p>
Senior Security Officer	<p>Performs all duties of a Security Officer and additionally, can relieve the Supervisor for short periods, when required. Works unsupervised and provides communication / cooperation to law enforcement when necessary.</p> <p>3 or more years of security experience.</p> <p>Successful completion of Contractor's security training curricula.</p> <p>Successful completion of the physical fitness test described in Contract Section A.</p>
Security Supervisor	<p>Reviews all shift logs; documenting any incidents requiring investigation. Submits all forms and reports required by Facility Administrators. Monitors Security Officers and Senior Security Officers, ensuring all posts are filled and all required duties are being performed. Assists all officers in the performance of their duties, to include filling vacant posts on a temporary basis.</p> <p>Performs facility orientation for new Security Officers. Keeps written policies and documentation up-to-date. Carries a telephone at all times and responds to any calls within one (1) hour.</p> <p>5 or more years of security experience</p> <p>2 or more years in a security supervisory role</p> <p>Successful completion of Contractor's security training curricula.</p> <p>Successful completion of the physical fitness test described in Contract Section A.</p>

JANITORIAL SERVICES CHECKLIST

Daily Services

Vacuum all carpets in offices, lobbies and corridors.
Sweep and mop all lobby tile work.
Dust mop all resilient and composition floors with dust mop. Damp-mop to remove spills and water stains treated as required
Dust all cleared desks, office furniture and other horizontal surfaces with treated dust cloths.
Empty all ashtrays and urns, clean and sanitize as needed, including exterior ash urns.
Empty all wastebaskets, trash containers, and recycled paper containers. Replace liners as needed, including exterior trash containers.
Remove all trash and recycled paper containers from floors to the designated trash areas. Boxes marked trash are to be thrown away.
Remove fingerprints, dirt smudges, graffiti, etc. from all doors, frames, glass partitions, windows, light switches, elevator door jambs, and elevator interiors.
Return chairs and wastebaskets to their proper positions.
Sanitize doorknobs, water fountains, and countertops.
Sweep, mop, and clean marks from walls on Monday, Wednesday, and Sunday.
Clean, sanitize, and polish drinking fountains.
Dust and remove debris from all metal door thresholds.
Wipe clean smudged brightwork and glass cases.
Clean resilient and composition floors as required.
Clean carpeting as required.
In computer rooms, anti-static spray to be applied to carpeting upon request.
Replace low-reach burnt-out lighting as needed.
Keep all custodial closets in neat and clean order.
Restrooms:
Restock all restrooms with supplies from stock, including paper towels, toilet tissue, seat covers, and hand soap as necessary.
Restock all sanitary napkin and tampon dispensers from stock as needed.
Wash and polish all mirrors, dispensers, faucets, flushometers, and brightwork with non-abrasive disinfectant cleaners.

Wash and sanitize all toilets, toilet seats, urinals and sinks.
Remove stains, descale toilets, urinals, and sinks, as needed.
Mop all restroom floors with disinfectant germicidal solution.
Empty and sanitize all waste and sanitary napkin and tampon receptacles.
Remove restroom trash.
Clean fingerprints, marks and graffiti from walls, partitions, glass, aluminum, and light switches.
Trash and Service Areas:
Place all miscellaneous trash and debris in the building trash receptacles, compactors, or balers.
Neatly stack all trash in designated area.
Sweep entire area.
Maintain, in orderly manner, all janitorial supplies and paper products in the storage rooms and service sink closets.
Maintain an inventory control sheet of supplies.
Maintain an orderly arrangement of all equipment.

Weekly Services

Dust all low reach areas, including chair rugs, structural and furniture ledges, baseboards, window sills, door louvers and other ventilation louvers, wood paneling, molding, etc.
Dust inside all door jams.
Wipe clean and polish all metal and bright work.
Edge vacuum all carpeted areas.
Check all waxed floors, restore and high speed buff as needed.
Dust and/or wash all directory boards and display glass.
Dust in place all picture frames, charts, graphs, and similar wall hangings.
Clean all wall marks.
Restrooms:
Clean shower walls, floors and drains and sanitize.
In all restrooms, keep floor drains filled with water and/or deodorizer.
Trash and Service Areas:
Damp-mop all composition floors in storerooms.
Clean and disinfect service sinks.
Sweep store room floors.

Monthly Services

Dust all high reach areas, including tops of door frames, structural and furniture edges, air conditioning diffusers, louvers, tops of partitions, picture frames, blinds, and other areas not reached in nightly or weekly services.
Clean all vertical and horizontal blinds.
Vacuum and spot clean upholstered furniture in offices upon request, lobby furniture as needed.
Restrooms:
Wipe down all walls and metal partitions.
Clean all ventilation louvers, vents and light fixtures.

Semi-Annual Services

Strip and wax all resilient composition floors and tile.
Shampoo carpeted areas.
Wash and clean all interior glass surfaces (glass partitions and interior windows).

GLOSSARY

Term / Acronym	Description / Meaning
7x24x365	Seven (7) days a week, Twenty-four (24) hours a day, Three Hundred Sixty-Five (365) days a year
BMC Software	Software Development Company
BMS	Building Management System
CCSC	Capital Complex Service Center
CMMS	Computerized Maintenance Management System
CRAC	Computer Room Air Conditioner
CRAH	Computer Room Air Handler
Electronic Means	Electronic submission such as, but not limited to, email, text, or facsimile
EPA	Environmental Protection Agency
EPO	Emergency Power Off
F&A	Finance and Administration
GPM	Gallons Per Minute
HEPA	High Efficiency Particulate Air Filter
HVAC	Heating, ventilating and air conditioning
IEEE	Institute of Electrical and Electronics Engineers
ISO	International Organization for Standardization
IT	Information Technology
KPI	Key Performance Indicators
MEP	Mechanical, Electrical and Plumbing
MSDS	Material Safety Data Sheets
MTBF	Mean Time Between Failure
MTBR	Mean Time Between Repair
NEC	National Electrical Code
NFPA	National Fire Protection Association
State Business Hours	Monday through Friday, 8:00 a.m. – 4:30 p.m. CT, excluding State Holidays
OIR	Office for Information Resources
PDU	Power Distribution Unit
RFP	Request for Proposals
RPA	Real Property Administration
RPP	Remote Power Panel
SBC	State Building Commission
SCADA	Supervisory Control and Data Acquisition System
SOP	Standard Operating Procedure
T&M	Time and Materials
TSSC	Tennessee South Service Center
UPS	Uninterruptable Power Supply
VAV	Variable Air Volume
VFD	Variable Frequency Drive

**Section A – List of Mechanical / Electrical Equipment to be Maintained
CAPITAL COMPLEX SERVICE CENTER (CCSC)**

Asset	Description	Model #	Serial #	Manufacturer
AC01	Air Compressor	QCO3008D00409	20050622-0046	QUINCY
AHU01	AIR HANDLER	39ED36	0687T47575	CARRIER
AHU02	AIR HANDLER	39ED29	0687T47578	CARRIER
AHU03	AIR HANDLER	39ED19	0687T47579	CARRIER
AHU04	AIR HANDLER	39BA050A10	871133595	CARRIER
AHU05	AIR HANDLER	39ED39	3087T02168	CARRIER
AHU06	AIR HANDLER	LSL103CA	36C00768-06	MCQUAY
ATS01	Automatic Transfer Switch	Type 962 1200amp	958034	ASCO
ATS02	Automatic Transfer Switch	Type 962 1200amp		ASCO
ATS03	Automatic Transfer Switch	Z10J3S1AC70	1626131-1	GE
ATS04	Automatic Transfer Switch	Z10J3S1AC70	1626131-2	GE
ATS 05	Automatic Transfer Switch	Z10F3S1AC70	1626130-1	GE
ATS 06	Automatic Transfer Switch	Z10K3S1AC70	1626132-1	GE
ATS07	Automatic Transfer Switch	Z10K3S1AC70	1626132-2	GE
BDC01	Battery Disconnect System	2500 AMP	3350339-001	SQUARE D
BDC02	Battery Disconnect System	2500 AMP	3350339-002	SQUARE D
BDC03	Batteries for UPS systems	16hx925ffr	192 cells	ENERSYS
BLR01	Boiler #1	225	8720569	RITE BOILER
BLR02	Boiler #2	225	8720569	RITE BOILER
CH-1	Centrifugal Chiller	YKEEEQQ5-CKG	SAYM-174020	York
CH-2	Centrifugal Chiller	YKEEEQQ5-CKG	SAYM-173860	York
CH-3	Scroll Chiller	YCWL0056	2LXM013902	York

Asset	Description	Model #	Serial #	Manufacturer
CWP-1	End Suction Pump	4030-8x6x15-30 hp	697187	ARMSTRONG
CWP-2	End Suction Pump	4030-8x6x15-30 hp	697182	ARMSTRONG
CWP-3	End Suction Pump	4030-5x4x10-15 hp	696845	ARMSTRONG
CWP-4	End Suction Pump	4030-8x6x15-30 hp	697184	ARMSTRONG
CRAC01	COMPUTER ROOM A/C UNIT	FH376C-A00	119396C	LIEBERT
CRAC02	COMPUTER ROOM A/C UNIT	FH376C-A00	119396C	LIEBERT
CRAC03	COMPUTER ROOM A/C UNIT	FH376C-A00	119396O	LIEBERT
CRAC04	COMPUTER ROOM A/C UNIT	FH376C-A00	119396O	LIEBERT
CRAC05	COMPUTER ROOM A/C UNIT	FH376C-A00	119396J	LIEBERT
CRAC06	COMPUTER ROOM A/C UNIT	FH376C-A00	119396D	LIEBERT
CRAC07	COMPUTER ROOM A/C UNIT	FH376C-A00	119396I	LIEBERT
CRAC08	COMPUTER ROOM A/C UNIT	FH376C-A00	119396H	LIEBERT
CRAC09	COMPUTER ROOM A/C UNIT	FH376C-A00	119396F	LIEBERT
CRAC10	COMPUTER ROOM A/C UNIT	PH376C-A00	119396F	LIEBERT
CRAC11	COMPUTER ROOM A/C UNIT	FH376C-A00	119396M	LIEBERT
CRAC12	COMPUTER ROOM A/C UNIT	FH376C-A00	119396P	LIEBERT
CRAC13	COMPUTER ROOM A/C UNIT	FH376C-A00	119396S	LIEBERT
CRAC14	COMPUTER ROOM A/C UNIT	FH422C-A00	119396R	LIEBERT
CRAC15	COMPUTER ROOM A/C UNIT	FH422C-A00	119396O	LIEBERT
CRAC16	COMPUTER ROOM A/C UNIT	FH376C-A00	1193966	LIEBERT
CRAC17	COMPUTER ROOM A/C UNIT	FH376C-A00	119396K	LIEBERT

Asset	Description	Model #	Serial #	Manufacturer
CRAC18	COMPUTER ROOM A/C UNIT	FH376C-A00	119396E	LIEBERT
CRAC19	COMPUTER ROOM A/C UNIT	FH422C-A00	763601-001	LIEBERT
CRAC20	COMPUTER ROOM A/C UNIT	CF91C-A00	119396V	LIEBERT
CRAC21	COMPUTER ROOM A/C UNIT	CF91C-A00	119396T	LIEBERT
CRAC22	COMPUTER ROOM A/C UNIT	FH422C-A00	117421-002	LIEBERT
CRAC23	COMPUTER ROOM A/C UNIT	FH422C-A00	197421-001	LIEBERT
CT-1	Counter Flow Induced Draft cooling tower	PT2-1212A-3N2		Baltimore Aircool
CT-2	Counter Flow Induced Draft cooling tower	PT2-1212A-3N2		Baltimore Aircool
CT-3	Counter Flow Induced Draft cooling tower	PT2-0709A-3J1		Baltimore Aircool
DT1	Diesel Fuel day Tank	SCDT100ULD	64679-2	E&CA
EF02	Exhaust Fan	8-098-a	13306870- 1306	Greenheck
EF04	Exhaust Fan	8-098-a	13306871- 1306	Greenheck
EF05	Exhaust Fan	VEDB-10		CARNES
EF06	Exhaust Fan	VEDB-10		CARNES
EF07	Exhaust Fan	402ALE	45858610	COOK
EF07-A	Exhaust Fan	195ace-19505b	045se59635	Cook
EF08	Exhaust Fan	LFBA-42		CARNES
EF09	Exhaust Fan	VEDC-15		CARNES
EF12	Exhaust Fan	8-098-a	13306867- 1306	Greenheck
EF13	Exhaust Fan	8-097-a	13308560- 1306	Greenheck
EF14	Exhaust Fan			CARNES
EFLT04	Electric Filter	F57A1002	8846N064	HONEYWELL
FP	Simplex Fire Panel			
FST	Underground Fuel Storage - 4,000 Gal			
GCS01	Generator Control Switch		958033	ASCO
GCS02	Generator Control Switch	Spare	958034	ASCO

Asset	Description	Model #	Serial #	Manufacturer
GEN 01	Generator	3516		CATERPILLER
Gen 02	Generator	?	?	?
HWP01	Heating water pump	3.2.8 4280 BF	133912	ARMSTRONG
HWP02	Heating water pump	3.2.8 4280 BF	3.2.8 4280 BF	ARMSTRONG
PA	Preaction System			
CHP-1	Inline Pump	4380-6x6x13-40 hp	696781	Armstrong
CHP-2	Inline Pump	4380-6x6x13-40 hp	696782	Armstrong
CHP-3	Inline Pump	4380-4x4x10-15 hp	696783	Armstrong
CHP-4	Inline Pump	4380-4x4x10-15 hp		Armstrong
PDU-A	Power Distribution Unit	PPA1150C	M11D090106	LIEBERTEMERSON
PDU-B	Power Distribution Unit	4051-009-BRY	42398	LIEBERTEMERSON
PDU-C	Power Distribution Unit	4051-011-BRY	42395	LIEBERTEMERSON
PDU-D	Power Distribution Unit	PPA1150C	M11D090089	LIEBERTEMERSON
PDU-E	Power Distribution Unit	4051-009-BRY	42397	LIEBERTEMERSON
PDU-F	Power Distribution Unit	4051-009-BRY	42399	LIEBERTEMERSON
PDU-G	Power Distribution Unit	4051-009-BRY	42400	LIEBERTEMERSON
PDU-H	Power Distribution Unit	4051-009-BRY	42402	LIEBERTEMERSON
PDU-J	Power Distribution Unit	4051-009-BRY		LIEBERTEMERSON
PDU-L	Power Distribution Unit	4036-009-BRY	45721-2	LIEBERTEMERSON
PDU-M	Power Distribution Unit	4051-009-BRY	45721-3	LIEBERTEMERSON
PDU-N	Power Distribution Unit	PPA150C	334069-1	LIEBERTEMERSON
PDU-O	Power Distribution Unit	PPA100C	334069-2	LIEBERTEMERSON
PDU-P	Power Distribution Unit	PPA150C	547419-001	LIEBERTEMERSON
PDU-R	Power Distribution Unit	PPA150C	720702-001	LIEBERTEMERSON

Asset	Description	Model #	Serial #	Manufacturer
PDU-S	Power Distribution Unit	PPA150C	MO8A090186	LIEBERTEMERSON
PDU-T	Power Distribution Unit	PPA150C	MO8A090197	LIEBERTEMERSON
RF01	Return Fan	39EH23	0687T47586	CARRIER
RF02	Return Fan	39EH23	0687T47684	CARRIER
SBPM	System Bypass Module	RL217497-700	EA1739XX45	POWERWARE
UH01-2	Utility Heater C106	HS165S01	15081186	MODINE
UH01-3	Utility Heater	HS165S01		MODINE
UH01-4	Utility Heater	HS165S01	15081186	MODINE
UH02	Utility Heater	HS165S01		MODINE
UH03	Utility Heater	HS165S01	15081186	MODINE
UH04	Utility Heater	HS165S01		MODINE
UH05	Utility Heater	HS24801	18081186	MODINE
UH06	Utility Heater	HS24801	18081186	MODINE
UPS01	UPS	9315-750-675	EA144ZXX01	MODINE
UPS02	UPS	9315-750-675	EA144ZXX05	POWERWARE
VR	Veeder-Root	9315-750-675		POWERWARE
VFD-AHU-1	Variable Frequency Drive	FC-102P11KT4		Danfoss
VFD-AHU-2	Variable Frequency Drive	FC-102P11KT4		Danfoss
VFD-RAF-1	Variable Frequency Drive	FC-102P5K5T4		Danfoss
VFD-RAF-2	Variable Frequency Drive	FC-102P5K5T4		Danfoss
VFD-CHP-1	Variable Frequency Drive	FC-102P22KT4		Danfoss
VFD-CHP-2	Variable Frequency Drive	FC-102P22KT4		Danfoss
VFD-CHP-3	Variable Frequency Drive	FC-102P11KT4		Danfoss
VFD-CHP-4	Variable Frequency Drive	FC-102P22KT4		Danfoss
VFD-CWP-1	Variable Frequency Drive	FC-102P22KT4		Danfoss
VFD-CWP-2	Variable Frequency Drive	FC-102P22KT4		Danfoss
VFD-CWP-3	Variable Frequency Drive	FC-102P11KT4		Danfoss
VFD-CWP-4	Variable Frequency Drive	FC-102P22KT4		Danfoss
SP-1	Sump Pump	SC0511AV		Bell & Gossett
SP-2	Sump Pump	2EC0311L		Bell & Gossett
HX-1	Heat Exchanger	P62		Bell & Gossett
FPU-1-1	Parallel Flow	TVS-1011		Johnson Controls

Asset	Description	Model #	Serial #	Manufacturer
FPU-1-2	Parallel Flow	TVS-1011		Johnson Controls
FPU-1-3	Parallel Flow	TVS-1221		Johnson Controls
FPU-1-4	Parallel Flow	TVS-1221		Johnson Controls
FPU-1-5	Parallel Flow	TVS-1011		Johnson Controls
FPU-1-6	Parallel Flow	TVS-1221		Johnson Controls
FPU-1-7	Parallel Flow	TVS-1011		Johnson Controls
FPU-1-8	Parallel Flow	TVS-1011		Johnson Controls
FPU-2-1	Parallel Flow	TVS-806		Johnson Controls
FPU-2-2	Parallel Flow	TVS-1221		Johnson Controls
FPU-2-3	Parallel Flow	TVS-1221		Johnson Controls
FPU-2-4	Parallel Flow	TVS-1624		Johnson Controls
FPU-2-5	Parallel Flow	TVS-1011		Johnson Controls
FPU-2-6	Parallel Flow	TVS-1011		Johnson Controls
FPU-2-7	Parallel Flow	TVS-1011		Johnson Controls
VAV-1-1	Parallel Flow	TSS-8		Johnson Controls
VAV-1-2	Parallel Flow	TSS-10		Johnson Controls
VAV-1-3	Parallel Flow	TSS-12		Johnson Controls
VAV-1-4	Parallel Flow	TSS-10		Johnson Controls
VAV-1-5	Parallel Flow	TSS-12		Johnson Controls
VAV-1-6	Parallel Flow	TSS-16		Johnson Controls
VAV-1-7	Parallel Flow	TSS-10		Johnson Controls
VAV-1-8	Parallel Flow	TSS-12		Johnson Controls
VAV-1-9	Parallel Flow	TSS-12		Johnson Controls
VAV-1-11	Parallel Flow	TSS-12		Johnson Controls
VAV-1-12	Parallel Flow	TSS-12		Johnson Controls
VAV-1-13	Parallel Flow	TSS-10		Johnson Controls
VAV-1-14	Parallel Flow	TSS-10		Johnson Controls
VAV-2-1	Parallel Flow	TSS-10		Johnson Controls
VAV-2-2	Parallel Flow	TSS-8		Johnson Controls
VAV-2-3	Parallel Flow	TSS-12		Johnson Controls
VAV-2-4	Parallel Flow	TSS-10		Johnson Controls
VAV-2-5	Parallel Flow	TSS-10		Johnson Controls
VAV-2-6	Parallel Flow	TSS-12		Johnson Controls
VAV-2-7	Parallel Flow	TSS-16		Johnson Controls
VAV-2-8	Parallel Flow	TSS-10		Johnson Controls
VAV-2-9	Parallel Flow	TSS-16		Johnson Controls
VAV-2-10	Parallel Flow	TSS-12		Johnson Controls
VAV-2-11	Parallel Flow	TSS-8		Johnson Controls

Section B – List of Mechanical / Electrical Equipment to be Maintained
TENNESSEE SOUTH SERVICE CENTER

Equipment Description	Manufacturer Name / Model Number	Quantities as of July 2, 2014
VFDs	ABB, Inc. / Model # ACH 550 - VCR-015A-4 & ACH 550 - VCR-012A-4	
Fuel Oil System	F.O. SYSTEM supplied by ISP Automation, Inc.	
	1. F.O. STORAGE TANK - HIGHLAND TANK Co./ Fireguard (16,000 gallon capacity)	2
	2. FILL BOX w/ FILL PORT CONTROL PANEL - SIMPLEX	1
	3. TRANSFER F.O. SUBMERSIBLE PUMPS - FEPETRO Inc./ Model # STP-33	4
	4. F.O. RETURN PUMPS - FEPETRO Inc./ Model # STP-33	2
	5. F.O. HEATER - CHROMALOX/ Model # NWHO-06	1
Package Chilled water Pumps	TIGERFLOW CHW PUMP PACKAGE SYSTEM	
	1. PUMPS - PACO series VSM 5015-7	2
	2. GLYCOL MAKE-UP UNIT - series ES-3000-GLY Model # D-1/2MT-S3-1/2PB-GLY	1 Unit Duplex Pump Set
	3. EXPANSION TANK - AMTROL Inc./ Model #2500-L	1
	4. AIR SEPARATOR - AMTROL Inc./ Model # 8-AS-L	1
Dry Coolers	JOHNSON CONTROLS - YORK/ Model # VDCF 268B60	2
Chillers	JOHNSON CONTROLS - YORK/ Model # YCN0197VA46	3
CRAH Units	STULZ/ Model # SATS CCD-1800-OWE	12
AC Units	JOHNSON CONTROLS - YORK/ Model # YC-IPF	7
Humidifiers	NORTEC/ Model # NHTC-020, NHTC-030 & NHTC-050	9
Utility Transformers UT-A1 and UT-B1	MTEMC (Local Utility) owned	2
Main Switchboard MDS-A1 and MDS-B1	Russelectric	2
GENERATOR SWITCHGEAR GCS	Russelectric	1
Generators 1 & 2	2250kW - Caterpillar model 3516B	2

Equipment Description	Manufacturer Name / Model Number	Quantities as of July 2, 2014
Load Bank	2000kW - Loadtec, Outside, Model: OSM & OSL Series	1
Transformers	General Electric (Various sizes 30KVA to 75KVA) QL - Type	4
Panelboards	General Electric, Type SBO; AQ; AE	21
Enclosed Switches and Circuit Breakers	General Electric, Safety Switches Type TH; CBS TYPE TE & TF	Multi
Enclosed Bus Assemblies	General Electric, Spectra Series Busway	1
Manual Starters with terminal overload	General Electric, Type Manual Motorstarters 101	Multi
Uninterruptible Power Supply	1000kVA Libert 610 series, Model U39SA991AAARS64	2
External Bypass Switchboard	Siemens	2
Batteries	3 tier rack mounted Wet Cell - C&D technologies, Model 2XTHCP-27	4 strings of 120 each - 480 total
Power Distribution Units	450kva Liebert Precision Power Center, Model PPASFA4SFA5SFA_325	4
Remote Power Panels	Liebert FDC, Model FDC4414SB12	18
Static Transfer Switch	400A Liebert static transfer switch, model STPA4CRJ12N	1
Batteries Monitoring	Albert Battery Monitoring System, BDS-256- Model 4764	1
SCADA System	Russelectric	1

Tennessee South Service Center (TSSC) Layout



ATTACHMENT J

PLANT LISTING AND LAYOUT FOR THE
TENNESSEE SOUTH SERVICE CENTER ARE POSTED ON THE FOLLOWING
WEBSITE

<http://tn.gov/finance/oir/pcm/rfps.html>

Tennessee Contractor License Information

Response Package Cover Attachment

Any blank spaces may cause Response to be unacceptable and rejected.

*Provide State contractor license number, expiration date, and classifications
for Respondent and listed subcontractors, as applicable and pursuant T.C.A. § 62-6-119.
Provide all names as used for licensing or other legal transactions.*

Respondent Identification:

Respondent _____
(Name as Licensed – See T.C.A. 62-6-114 and Rule 0680-1-.25)

Address _____

Tennessee Contractor License information:

*Provide complete information if licensed, or
circle:*

License ID Number _____ (Respondent Unlicensed)

License Classification(s) applicable to Project _____

License expiration date _____ \$(_____)
Dollar Limit

Subcontractors to be used on this Project: (or Respondent, if Respondent is to perform the work)

- If **any** work, regardless of dollar value, is required for subcontractor category, list subcontractor that will perform that work. Or, if Respondent will perform work in a category with Respondent's own forces, **fill in Respondent's name as subcontractor.**
- If **no** work is required in a subcontractor category, write "N/R" (None Required) or "N/A" (Not Applicable).
- If the monetary amount of a subcontractor's work is such that no license is required, "N/A" may be written **in the license number column, but still write name.**

Plumbing

Name	License Number	Expiration Date	Classification
Note: This space <u>must</u> be filled in or the bid may not be opened.			

HVAC

Name	License Number	Expiration Date	Classification
Note: This space <u>must</u> be filled in or the bid may not be opened.			

Electrical

Name	License Number	Expiration Date	Classification
Note: This space <u>must</u> be filled in or the bid may not be opened.			

Masonry

Name	License Number	Expiration Date	Classification
Note: Applicable only if material and labor exceeds \$100,000			